

General Terms and Conditions

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1) Scope of Application

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") of the company Kajal Singnurkar (hereinafter referred to as "Seller") shall apply to all contracts concluded between a consumer or a trader (hereinafter referred to as "Client") and the Seller relating to all goods and/or services presented in the Seller's online shop. The inclusion of the Client's own conditions is herewith objected to, unless other terms have been stipulated.

1.2 Regarding the purchase of vouchers, these GTC shall apply accordingly, unless expressly agreed otherwise.

1.3 For contracts regarding the delivery of vouchers, these GTC shall apply accordingly, unless expressly agreed otherwise.

1.4 A consumer pursuant to these GTC is any natural person concluding a legal transaction for a purpose attributed neither to a mainly commercial nor a self-employed occupational activity. A trader pursuant to these GTC is any natural or legal person or partnership with legal capacity acting in the performance of a commercial or self-employed occupational activity when concluding a legal transaction.

1.5 According to the Seller' product description, the object of the contract may be the supply of goods by way of a one-time delivery or the supply of goods by way of a stable delivery (hereinafter referred to as "subscription contract"). In case of a subscription contract, the Seller commits to supply the Client with the contractually owed goods for the duration of the agreed contract period and at the contractually agreed time intervals.

2) Conclusion of the Contract

2.1 The product descriptions in the Seller's online shop do not constitute binding offers on the part of the Seller, but merely serve the purpose of submitting a binding offer by the Client.

2.2 The Client may submit the offer via the online order form integrated into the Seller's online shop. In doing so, after having placed the selected goods and/or services in the virtual basket and passed through the ordering process, and by clicking the button finalizing the order process, the Client submits a legally binding offer of contract with regard to the goods and/or services contained in the shopping cart.

2.3 The Seller may accept the Client's offer within five days,

- by transferring a written order confirmation or an order confirmation in written form (fax or e-mail); insofar receipt of order confirmation by the Client is decisive, or
- by delivering ordered goods to the Client; insofar receipt of goods by the Client is decisive, or
- by requesting the Client to pay after he placed his order.

Provided that several of the aforementioned alternatives apply, the contract shall be concluded at the time when one of the aforementioned alternatives firstly occurs. Should the Seller not accept the Client's offer within the aforementioned period of time, this shall be deemed as rejecting the offer with the effect that the Client is no longer bound by his statement of intent.

2.4 If a payment method offered by PayPal is selected, the payment will be processed by the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter referred to as "PayPal"), subject to the PayPal Terms of Use, available at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full> or, if the Client does not have a PayPal account, subject to the Terms for payments without a PayPal account, available at <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>. If the Client pays by means of a method of payment offered by PayPal which can be selected in the online order process, the Seller hereby declares the acceptance of the Client's offer at the time when the Client clicks on the button concluding the order process.

2.5 When submitting an offer via the Seller's online order form, the text of the contract is stored by the Seller after the contract has been concluded and transmitted to the Client in text form (e.g. e-mail, fax or letter) after the order has been sent. The Seller shall not make the contract text accessible beyond this. If the Client has set up a user account in the Seller's online shop prior to sending his order, the order data shall be stored on the Seller's website and can be accessed by the Client free of charge via his password-protected user account by specifying the corresponding login data.

2.6 Prior to submitting a binding order via the Seller's online order form, the Client may recognize input errors by reading attentively the information displayed on the screen. The enlargement function of the browser to enlarge the display on the screen may be an

effective method for better recognizing input errors.

The Client can correct all the data entered via the usual keyboard and mouse function during the electronic ordering process, until he clicks the button finalizing the ordering process.

2.7 The English language is exclusively available for the conclusion of the contract.

2.8 Order processing and contacting usually takes place via e-mail and automated order processing. It is the Client's responsibility to ensure that the e-mail address he provides for the order processing is accurate so that e-mails sent by the Seller can be received at this address. In particular, it is the Client's responsibility, if SPAM filters are used, to ensure that all e-mails sent by the Seller or by third parties commissioned by the Seller with the order processing can be delivered.

3) Right to Cancel

3.1 Consumers are entitled to the right to cancel.

3.2 Detailed information about the right to cancel are provided in the Seller's instruction on cancellation.

4) Prices and Payment Conditions

4.1 Unless otherwise stated in the product description, prices indicated are total prices. Sales tax is not listed, since the Seller is a small trader within the meaning of section 19, para 1 German Turnover Tax Act. Any possible additional delivery and dispatch costs are specified separately in the respective product description.

4.2 Payment can be made using one of the methods mentioned in the Seller's online shop.

4.3 If the SEPA direct debit payment method is selected, the invoice amount is due for payment after a SEPA direct debit mandate has been issued, but not before the deadline for pre-notification has expired. The direct debit will be collected when the ordered goods leave the seller's warehouse, but not before the deadline for pre-notification has expired. Pre-notification means any communication (e. g. invoice, policy, contract) of the Seller to the Client which announces a debit by means of SEPA direct debit. If the direct debit is not honored due to insufficient account coverage or due to the indication of an incorrect bank account, or if the Client objects to the debit, even though he is not entitled to do so, the Client shall bear the fees arising from the reversal of the respective bank, if he is responsible for this.

4.4 If the payment method "PayPal direct debit" is selected, PayPal collects the invoice amount from the customer's bank account on behalf of the Seller after a SEPA direct debit mandate has been issued, but not before the deadline for pre-notification has expired. Pre-notification means any communication (e. g. invoice, policy, contract) to the Client announcing a debit via SEPA direct debit. If the direct debit is not honored due to insufficient account coverage or due to the indication of an incorrect bank account, or if

the Client objects to the debit, even though he is not entitled to do so, the Client shall bear the fees arising from the reversal of the respective bank, if he is responsible for this.

4.5 If the payment method direct debit via Stripe is selected, the payment shall be processed via the payment service provider Stripe Payments Europe Ltd., 1 Grand Canal Street Lower, Grand Canal Dock, Dublin, Ireland (hereinafter referred to as "Stripe"). In this case, Stripe collects the invoice amount from the customer's bank account on behalf of the Seller after a SEPA direct debit mandate has been issued, but not before the expiry of the period for pre-notification. Pre-notification is any communication (e.g. invoice, policy, contract) to the Client that announces a debit by means of a SEPA direct debit. If the direct debit is not redeemed due to insufficient funds in the account or due to the indication of incorrect bank details, or if the Client objects to the debit although he is not entitled to do so, the Client shall bear the fees arising from the reversal of the debit entry by the respective credit institution if he is responsible for this. The Seller reserves the right to carry out a credit check when selecting the SEPA direct debit payment method and to reject this payment method in the event of a negative credit check.

4.6 Kreditkartenzahlung via Stripe

When selecting the payment method credit card, the invoice amount is due immediately upon conclusion of the contract. Payment by credit card is processed in cooperation with Stripe Payments Europe Ltd., 1 Grand Canal Street Lower, Grand Canal Dock, Dublin, Ireland (hereinafter referred to as "Stripe"). Stripe reserves the right to carry out a credit assessment and to refuse this payment method if the credit check is negative.

4.7 If the payment method "immediate bank transfer" is selected, payment processing is carried out via the payment service provider SOFORT GmbH, Theresienhöhe 12, 80339 Munich (hereinafter referred to as "IMMEDIATE"). If he wants to be able to pay the invoice amount via "immediate bank transfer," the Client must have an online banking account that is activated for participation in "immediate bank transfer". Furthermore he must have the appropriate credentials during the payment process, and must confirm the payment instruction to IMMEDIATE. The payment transaction will be executed immediately afterwards and the Client's bank account debited accordingly. Further information on the payment method "immediate bank transfer" can be called up by the Client at <https://www.sofort.com/ger-DE/kaeufer/su/so-funktioniert-sofort-ueberweisung/>.

5) Shipment and Delivery Conditions

5.1 Goods are generally delivered on dispatch route and to the delivery address indicated by the Client, unless agreed otherwise. During the processing of the transaction, the delivery address indicated in the Seller's order processing is decisive. However, in case the Client selects the payment method PayPal, the delivery address deposited with PayPal at the date of payment shall be decisive.

5.2 Should the assigned transport company return the goods to the Seller, because delivery to the Client was not possible, the Client bears the costs for the unsuccessful

dispatch. This shall not apply, if the Client exercises his right to cancel effectively, if the delivery cannot be made due to circumstances beyond the Client's control or if he has been temporarily impeded to receive the offered service, unless the Seller has notified the Client about the service for a reasonable time in advance.

5.3 Should the Client collect the goods himself, the Seller informs the Client by e-mail that the goods are available for collection. After receiving the e-mail, the Client may collect the goods in consultation with the Seller at the Seller's place of business. In this case shipment costs will not be charged.

5.4 Vouchers will be provided to the Client as follows:

- by e-mail
- by post

6) Contract Duration and Contract Termination Regarding Subscription Contracts

6.1 The right to immediate termination for important reasons remains unaffected.

An important reason is considered, when the continuation of the contract is no more reasonable until the end of the agreed contractual period or until expiry of the notice period for termination, taking into account all circumstances of the particular case and with balanced judgement of mutual interests

6.2 Notices of termination must be made in writing or in text form (for example by e-mail). .

7) Reservation of Proprietary Rights

If the Seller provides advance deliveries, he retains title of ownership to the delivered goods, until the purchase price owed has been paid in full.

8) Warranty

8.1 Should the object of purchase be deficient, statutory provisions shall apply.

8.2 The Client is asked to notify any obvious transport damages to the forwarding agent and to inform the Seller accordingly. Should the Client fail to comply therewith, this shall not affect his statutory or contractual claims for defects.

9) Redemption of Campaign Vouchers

9.1 Vouchers which are issued by the Seller free of charge, for a specific period of validity in the context of promotional activities and which cannot be purchased by the Client (hereinafter referred to as "campaign vouchers") can only be redeemed in the Seller's online shop and only within the indicated time period.

- 9.2** Individual products may be excluded from the voucher campaign, if such a restriction results from the conditions of the campaign voucher.
- 9.3** Campaign vouchers can only be redeemed prior to the conclusion of the order procedure. Subsequent offsetting is not possible.
- 9.4** Only one campaign voucher can be redeemed per order.
- 9.5** The goods value should meet at least the amount of the campaign voucher. The Seller will not refund remaining assets.
- 9.6** If the value of the campaign voucher is not enough for the order, the Client may choose one of the remaining payment methods offered by the Seller to pay the difference.
- 9.7** The campaign voucher credit will not be redeemed in cash and is not subject to any interest.
- 9.8** The campaign voucher will not be redeemed, if the Client, in the context of his legal right to cancel, returns goods paid fully or partially by a campaign voucher.
- 9.9** Campaign vouchers are only intended for the use of the person designated on the voucher. Transferring the campaign voucher to a third party is not permitted. The Seller is entitled but not obliged to check the entitlement of the respective voucher owner.

10) Redemption of Gift Vouchers

- 10.1** Vouchers which can be purchased via the Seller's online shop (hereinafter referred to as "gift vouchers") can only be redeemed in the Seller's online shop, unless otherwise stipulated in the voucher.
- 10.2** Gift vouchers and remaining assets of gift vouchers can be redeemed by the end of the third year following the year of the gift voucher purchase. Remaining assets will be credited to the Client's voucher account.
- 10.3** Gift vouchers can only be redeemed prior to the conclusion of the order procedure. Subsequent offsetting is not possible.
- 10.4** Only one gift voucher can be redeemed per order.
- 10.5** Gift vouchers can only be used for the purchase of goods and not for the purchase of other gift vouchers.
- 10.6** If the value of the gift voucher is not enough for the order, the Client may choose one of the remaining payment methods offered by the Seller to pay the difference.
- 10.7** The gift voucher credit will not be redeemed in cash and is not subject to any interest.

11) Applicable Law

The law of the Republic of Austria shall apply to all legal relationships between the parties under exclusion of the laws governing the international purchase of movable goods. For consumers, this choice of law only applies to the extent that the granted protection is not withdrawn by mandatory provisions of the law of the country, in which the consumer has his habitual residence.

12) Alternative dispute resolution

12.1 The EU Commission provides on its website the following link to the ODR platform: <https://ec.europa.eu/consumers/odr>.

This platform shall be a point of entry for out-of-court resolutions of disputes arising from online sales and service contracts concluded between consumers and traders.

12.2 The Seller is neither obliged nor prepared to attend a dispute settlement procedure before an alternative dispute resolution entity.