

## SPECIAL BUSINESS TERMS MYSORTIMO GRAPHICS

of placing an order for vehicle decals of Sortimo International GmbH

### 1. Scope and contract partners

- 1.1. These Special Business Terms shall apply in addition to our other General Terms and Conditions, in so far as entrepreneurs within the sense of Section 14 German Civil Code [BGB; Bürgerliches Gesetzbuch], as Customers use the services offered via our Car Decal Configurator. We offer adhesive foil which can be printed using motifs supplied by the Customer via our Car Decal Configurator which is available on the Internet. These adhesive decals can then be mounted permanently to the Customer's vehicle by means of a special bonding technique.
- 1.2. An entrepreneur is a natural person or legal entity or a person vested with legal capacity which, at the point of concluding a legal transaction acts in exercising its commercial or independent professional activity.

### 2. Contract conclusion

- 2.1. The products from our Car Decal Configurator represent in a legal sense non-binding offers and serve as an invitation to submit an offer (invitatio ad offerendum).
- 2.2. To submit an offer for contract conclusion the Customer generates a design for its car decal using our Car Decal Configurator.

For this purpose the Customer first selects the suitable vehicle from the overview of vehicle models and variants supported. After selecting one of the design templates which are made available as start-off point and guidance, the Customer creates its design using the virtual tools provided.

Within limited and optically indicated vehicle surfaces in the Configurator it is possible to edit or delete existing texts and design elements in the templates selected, to add new texts as well as to upload personal graphics in the following formats: \*.jpg, \*.png and \*.svg with a maximum file size of 10 MB each. If texts are used, it is possible to select from a variety of different fonts. In addition thereto, it is possible to select from a variety of foil types and colours if specific design elements are used.

Changes made by the Customer to the design are shown in the view presented on the vehicle model which has been selected. In order to create a design for all vehicle sides, the Customer can switch between the various views (front, rear, driver side, passenger side).

After finalising the design the Customer must check once again that all designs are presented correctly. For this purpose the Customer is guided through each of the vehicle views and is required to confirm the correctly presented design by means of a click.

After entering the customer data the Customer gives its print approval by clicking the button „Order Now (binding payment duty)“ which constitutes a legally binding offer to enter into a sales contract. The Customer is immediately informed by email of the receipt of the order (order acknowledgement). This order acknowledgement also contains the General Terms and Conditions, and furthermore these Special Terms and Conditions.

- 2.3. Due to the display options the goods ordered may differ - for technical reasons - differ marginally from the goods displayed on the Internet, however, within reason; in particular deviations in colour may occur, in so far as such are deemed to be reasonable.
- 2.4. The purchase contract is not established with the receipt of the order acknowledgement – this solely documents the receipt of the Customer's order by us. It is furthermore only established by us sending a confirmation of the contract by email (order confirmation) or by delivery of the goods. We are authorised to accept the contract offer stated in the contract offer within a period of 3 working days or to reject acceptance of the order without us having to state any reasons for our rejection. In the latter case no contract shall be concluded with us.
- 2.5. The contract shall be concluded under the restriction of non-delivery or of only delivering in part in the case of an incorrect or not due and proper self-delivery. This shall only apply in the following case, namely that, non-delivery shall not be justified by us and that we have concluded with due care a matching concrete transaction with our subcontractor. We shall undertake any and all reasonable efforts to obtain the goods. Otherwise the money paid in consideration shall be refunded without undue delay. In the case of such non-availability or only partial availability, the Customer shall be informed thereof without undue delay.

As the print templates are created on the basis of the Customer's requirements, the Customer is neither entitled to revocation, nor any other voluntary right of return in this context.

### **3. Print templates**

- 3.1. The Customer must be authorised to hand-over and use these templates. Furthermore, the Customer must not use any other illustrations or designations contrary to legal regulations, thus no prohibited illustrations or designations, in particular no propaganda material and characteristics of unconstitutional organisations as print template. Furthermore, the Customer shall be solely responsible for the fact that road traffic is not obstructed by the vehicle decal. With its order the Customer furthermore guarantees that no copyright, trademark or any other third-party rights are violated as a result.
- 3.2. In so far as the Customer has to justify a violation, it shall warrant for any and all consequences resulting from the violation of the afore-mentioned obligations and shall release us from any warranty in the event of third-party claims in this respect. Such shall also include the appropriate legal costs for defence in the amount of statutory expenses pursuant to the Rechtsanwaltsvergütungsgesetz [German law governing the remuneration of attorneys].

### **4. Processing printed foil, warranty, liability**

- 4.1. The Customer shall ensure that the surface of the object to which the decal is to be affixed is smooth and clean. Wax, silicone, oil, grease and dirt have to be removed completely beforehand. It can only be guaranteed that the foil will adhere to the untreated original car finish. If the foil is mounted on repainted parts, it may peel off. It takes at least 3 days for the foil to harden, whereby the temperature of the object to which the foil is to be affixed must not fall below +7 degrees Celsius and must not rise above +25 degrees Celsius. In this period the object must neither be polished nor waxed.
- 4.2. Depending on the design created it may be necessary to cut the foil directly on the painted surface. By cutting the foil scratches may occur in the paint, and, under circumstances, it might not be possible to remove these completely, even by polishing. Besides that, it might be necessary to remove various parts in connection with fixing the decal. Trim strips and rubber strips which are mounted with plastic clips might have to be removed before attaching the decal, might break and have to be ordered from the vehicle manufacturer. We shall not warrant for replacement of such small parts.
- 4.3. Adhesion of the foil is furthermore not guaranteed, if the foil products being the subject matter of this agreement, are exposed permanently to fuels or fuel vapour. Damage or fading as a result of weather conditions may furthermore occur; any such shall not lie in our sphere of influence. The durability of the foil depends on the quality of the base to which it is adhered, as well as the weather conditions which the vehicle is exposed to. On clean surfaces which are free of wax and polish the foil has a normal lifespan ranging between 5 and 10 years. We cannot assume any warranty for a certain minimum lifespan.
- 4.4. The Customer shall be solely responsible for the fact that by affixing the foil delivered the roadworthiness of the vehicle to which the foil has been affixed is not impaired, and furthermore, that safety in traffic is not endangered as a result of the vehicle decal.
- 4.5. In compliance with the afore-mentioned restrictions the enforcement of warranty claims vis-à-vis our company, as well as furthermore our liability in general shall be limited. For the rest, our General Terms and Conditions shall be deemed to apply with regard to warranty and liability.

### **5. Documentation an advertising**

We reserve the right to document orders which have been executed, in particular to photograph these and, unless nothing to the contrary has been explicitly agreed upon, to use the documentation and/or the photographs produced from the order which has been executed, for our own advertising purposes on our own homepage, as well as for external communication in social networks, furthermore cinema shows or audio-visual products on the Internet, as well as on data carriers with advertising content or in printed publications. We are furthermore authorized for the purpose of executing the order, or to advertise the order executed to use registered trademarks, logos or other business marks of the Customer.

### **6. Concluding terms**

For the rest, our General Terms and Conditions in so far as these apply to entrepreneurs within the sense of Section 14 BGB shall apply.