

A. GENERAL TERMS AND CONDITIONS

1) Scope of Application

1.1 These General Terms and Conditions (hereinafter referred to as GTC) of the company Stefanie Franke, Stormstraße 3, 14471 Potsdam, Deutschland, Telefonnummer: +49 (0) 163 29 29 172, E-Mail: info@mission-ornament.com (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 These GTC regarding contracts for the supply of goods presented by the Seller in his print catalogue apply accordingly, unless expressly otherwise agreed upon.

1.3 Regarding contracts for the delivery of vouchers (gift vouchers and campaign vouchers), these GTC apply accordingly, unless expressly regulated 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.

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 are merely descriptions which allow the Client to submit a binding offer.

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 virtual basket. The Client may also submit his offer to the Seller by telephone, e-mail or per online contact form.

2.3 In the case of ordered goods displayed shown in the Seller's print catalogue, the Client may submit his offer by telephone, e-mail or postal. For this purpose, the Client may fill in the order form enclosed with the Seller's print catalogue and send it back to the Seller.

2.4 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 as receipt of order confirmation by the Client is decisive, or
- by delivering ordered goods to the Client, insofar as receipt of goods by the Client is decisive, or
- by requesting the Client to pay after placing his order.

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.

2.5 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.

2.6 Prior to submitting a binding order via the Seller's online order form, the Client may recognize input errors by attentively reading the information displayed on the screen. Use of

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 Order processing and contacting usually take 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 is provided in the Seller's instruction on cancellation.

3.3 The right to cancel does not apply to consumers who are not nationals of a member state of the European Union at the time of concluding the contract and whose exclusive domicile and delivery address are located outside the European Union at the time of concluding the contract.

4) Prices and Payment Conditions

4.1 Unless otherwise stated in the product descriptions, prices indicated are total prices and include the statutory value-added tax. 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 When payments are made using a payment method offered by PayPal, handling of payments takes place via the payment service provider PayPal ((Europe) S.a. 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 which can be viewed at:

<https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>. In case the client has no PayPal account, the conditions applicable for payments without PayPal account will be effective. They can be viewed at: <https://www.paypal.com/uk/webapps/mpp/ua/privacy-full>.

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. In the case of an order placed via the Seller's online order form, the delivery address specified in the online order form shall be 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 from receiving the offered service, unless the Seller has notified the Client for a reasonable time in advance about the service.

5.3 In case the Client is a trader, the risk of accidental destruction and accidental deterioration of the sold goods shall be transferred to the Client upon delivery of the goods to the freight forwarder, carrier or other person or institution designated with the task of performing shipment. In case the Client is a consumer, the risk of accidental destruction and accidental deterioration of the sold goods shall in principle be transferred to the Client upon delivery of the goods to the Client or to an authorized recipient. Deviating from this, even in

case the Client is a consumer, the risk of accidental destruction and accidental deterioration of the sold goods is transferred to the Client upon delivery of the goods to the freight forwarder, carrier or other person or institution designated with the task of performing shipment, if the Client has instructed the freight forwarder, carrier or other person or institution designated with the task of performing shipment to carry out the delivery of the goods and if the choice of this person or institution was not previously offered by the Seller.

5.4 The Seller reserves the right to withdraw from the contract in the event of incorrect or improper self-supply. This only applies if the Seller is not responsible for the non-supply and if he has concluded a concrete hedging transaction with the supplier. The Seller shall make all reasonable efforts to obtain the goods. In case of non-availability or partial availability of the goods he shall inform the Client and grant him immediately counterperformance.

5.5 Personal collection is not possible for logistical reasons.

5.6 Vouchers will be provided to the Client as follows:

- by download
- by e-mail

5.7 Information according to delivery periods and/or any existing delivery restrictions can be found under "Shipping Costs" in the online store or in the respective offer.

6) Reservation of Proprietary Rights

If the Client is a consumer, the Seller retains title of ownership to the delivered goods until the purchase price owed has been paid in full.

6.1 If the Client is a trader, the Seller reserves title to the goods delivered until the fulfillment of all claims arising out of the current business relationship.

6.2 If the Client is a trader, he is entitled to resell the reserved goods in the course of regular business operations. All claims resulting from such course of business against a third party shall herewith be assigned in advance to the Seller in the amount of the respective invoice value (including VAT). This assignment of claims shall be valid regardless of whether the reserved goods are processed prior to or after resale or not. The Client remains entitled to collect the claims even after assignment. However, the Seller shall refrain from collecting the claims as long as the Client meets his payment obligations, he is not in default, and no application has been lodged to open insolvency proceedings.

7) Warranty

Should the object of purchase be deficient, statutory provisions shall apply. Deviating therefrom, the following shall apply:

7.1 For traders,

- a marginal defect shall generally not constitute warranty claims defects,
- the Seller may choose the type of subsequent performance,
- for new goods, the limitation period for defects shall be one year from transfer of risk,
- the limitation period shall not recommence if a replacement delivery is carried out within the scope of liability for defects.

7.2 If the Client acts as a consumer: Defects that occur within one year of delivery of the goods can be asserted within the statutory limitation period.

7.3 The aforementioned limitations of liability and the restrictions of limitation periods do not apply

- to a product, which was not used, in accordance with its usual application, for building construction and which was the cause of the building's defectiveness,
- to claims for damages and reimbursement of expenses by the Client.
- If the Seller has fraudulently concealed the defect.

7.4 Furthermore, for traders the statutory limitation periods for recourse claims pursuant to section 445b of the German Civil Code (BGB) remain unaffected.

7.5 If the Client is a businessperson pursuant to section 1 of the German Commercial Code (HGB) he has the commercial duty to examine the goods and notify the Seller of defects pursuant to section 377 HGB. Should the Client neglect the obligations of disclosure specified therein, the goods shall be deemed approved.

7.6 If the Client is a consumer, the forwarding agent has to be immediately notified of any obvious transport damages and the Seller has to be informed accordingly. Should the Client fail to comply therewith, this shall not affect his statutory or contractual claims for defects.

7.7 The Seller shall not be liable for defects in the performance of the telecommunications contract for which the respective service provider is solely responsible. In this respect, the relevant statutory provisions and any deviating contractual conditions of the respective service provider shall apply.

8) Liability

The Seller shall be liable to the Client for any contractual and quasi-contractual claims and for claims of liability in tort regarding damages and effort compensation as follows:

8.1 The Seller shall face unlimited liability regardless of the legal ground

- in case of intent or gross negligence,
- in case of injuries of life, body, or health resulting from intent or negligence,
- in case of a promise of guarantee, unless otherwise provided,
- in case of liability resulting from mandatory statutory provisions such as the product-liability-law.

8.2 If the Seller negligently infringes an essential contractual duty, the liability to pay damages shall be limited to the foreseeable, typically occurring damage, unless unlimited liability applies pursuant to the aforementioned Section. Essential significant contractual obligations are obligations the contract imposes on the Seller according to its content to meet the purpose of the contract and whose fulfillment is essential for the due and proper implementation of the contract and on the fulfillment of which the Client can regularly rely.

8.3 For the rest, the Seller's liability is excluded.

8.4 The aforementioned provisions on liability apply also to the Seller's liability regarding his legal representatives and vicarious agents.

9) Special Conditions for the Processing of Goods According to Client's Specifications

9.1 If, according to the terms of the contract, the Seller owes the delivery of the goods as well as the processing of the goods according to certain specifications of the Client, the Client shall make available to the operator all contents required for processing such as texts, images or graphics in the file formats, formatting, image and file sizes specified by the operator and shall grant the operator the necessary rights of use. The Client is solely responsible for the procurement and acquisition of rights for such content. The Client declares and assumes responsibility that he has the right to use the content provided to the

Seller. In particular, he shall ensure that no third-party rights are infringed thereby, in particular copyrights, trademark rights and personal rights.

9.2 The Client shall indemnify the Seller from claims of third parties asserted against the Seller in connection with a violation of their rights by the Seller's contractual use of the Client's content. The Client shall also bear the reasonable costs required for the necessary legal defense, including all court and lawyer's fees according to the statutory rate. This shall not apply if the Client is not responsible for the infringement. In the event of claims by third parties, the Client shall be obliged to provide the Seller promptly, truthfully, and completely with all information that is necessary for the verification of the claims asserted for a corresponding defense.

9.3 The Seller reserves the right to refuse processing orders, if the content provided by the Client for this purpose violates legal or official prohibitions or morality. This shall apply in particular to the provision of content that is anti-constitutional, racist, xenophobic, discriminatory, offensive, or youth-endangering, and/or if it glorifies violence.

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 be redeemed only in the Seller's online shop.

10.2 Gift vouchers and remaining assets of gift voucher can be redeemed by the end of the third year following the year of the gift vouchers' purchase. Remaining assets will be credited to the Client's voucher account.

10.3 Gift vouchers must be redeemed prior to the conclusion of the order procedure. Subsequent offsetting is not possible.

10.4 In case of an order, several vouchers can be redeemed.

10.5 Gift vouchers can be used only 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.

10.8 The gift voucher is transferable. The Seller may render performance with debt-discharging effect to the respective owner who redeems the gift voucher in the Seller's online shop. This does not apply, however, if the Seller has knowledge or grossly negligent ignorance of the non-entitlement, legal incapacity, or of the missing right of representation regarding the respective owner.

11) Redemption of Campaign Vouchers

11.1 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 be redeemed only in the Seller's online shop and only within the indicated time period.

11.2 Campaign vouchers can be redeemed only by consumers.

11.3 Individual products may be excluded from the voucher campaign, if such a restriction results from the conditions of the campaign voucher.

11.4 Campaign vouchers must be redeemed prior to the conclusion of the order procedure. Subsequent offsetting is not possible.

11.5 Only one campaign voucher can be redeemed per order.

11.6 The goods value should at least be equal to the amount of the campaign voucher. The Seller will not refund remaining assets.

11.7 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.

11.8 The campaign voucher credit will not be redeemed in cash and is not subject to any interest.

11.9 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.

11.10 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.

12) Applicable Law and Place of Jurisdiction

12.1 The law of the Federal Republic of Germany 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 applies only 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.

12.2 Furthermore, this choice of law regarding the right to cancel does not apply to consumers who are not nationals of a Member State of the European Union at the time of concluding the contract and whose exclusive domicile and delivery address are located outside of the European Union at the time of concluding the contract.

12.3 If the Client is a businessman, a legal entity of public law, or a separate estate under public law with its seat in the territory of the Federal Republic of Germany, the Seller's place of business shall be the sole place of jurisdiction for all legal disputes arising from this contract. If the Client is domiciled outside the territory of the Federal Republic of Germany, the Seller's place of business shall be the sole place of jurisdiction for all legal disputes arising from this contract, provided that the contract or claims from the contract can be assigned to the Client's professional or commercial activities. In any event however, regarding the aforementioned cases, the Seller is entitled to appeal to the court which has jurisdiction over the area where the Client's place of business is located.

13) Alternative Dispute Resolution

13.1 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.

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

As of: 20/10/2020

B. INSTRUCTIONS FOR CANCELLATION & CANCELLATION FORM

Consumers, i.e. any individual acting for purposes which are wholly or mainly outside those individual's trade, business, craft or profession, are entitled to cancel any contract on the following conditions:

I. Instructions for cancellation

Right to cancel

You have the right to cancel this contract within fourteen days without giving any reason.

The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right to cancel, you must inform us (Stefanie Franke, Stormstraße 3, 14471 Potsdam, Germany, telephone: +49 (0) 163 29 29 172, email: info@mission-ornament.com) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you choose a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and not later than fourteen days after the day on which we are informed about your decision to cancel this contract. We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than fourteen days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods

Exclusion and/or premature expiration of the right to cancel

The right to cancel is excluded for contracts for the supply of goods that are made to the consumer's specifications or are clearly personalized.

The right to cancel does not apply for consumers who, at the time of concluding the contract, are not nationals of a member state of the European Union and whose exclusive residence and address of delivery are located outside of the European Union.

II. Cancellation form

If you wish to cancel this contract, please complete and submit this form.

To Stefanie Franke, Stormstraße 3, 14471 Potsdam, Germany, telephone: +49 (0) 163 29 29 172, email: info@mission-ornament.com

I/We (*) hereby give notice that I/We (*) cancel my/our (*) contract of sale of the following goods (*) /for the supply of the following service (*),

Ordered on (*) _____ / received on (*) _____

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only if this form is notified on paper)

Date

(*) Delete as appropriate

- END OF INSTRUCTIONS FOR CANCELLATION -