

General Terms and Conditions and Client Information

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1) Scope of Application

1.1 These Terms and Conditions (GTC) of the company Robbe & Berking Silbermanufaktur seit 1874 GmbH & Co. KG (hereinafter referred to as "Seller") shall apply to all contracts concluded between a buyer (hereinafter referred to as "Client") and the Seller relating to all goods and/or services presented in the online shop of the Seller. The inclusion of the Client's own conditions is herewith objected to, unless other terms have been stipulated.

These Terms and Conditions shall also apply to the user of the Seller's website.

1.2 The Client's use of the Seller's website shall be deemed to reflect the Client's agreement to be bound by these GTC.

1.3 The Seller reserves the right to amend or replace these GTC at any time. The Seller will inform the Client about substantial amendments at least 30 days prior notice. By continuing to access or use the service of the Seller's online shop after those revisions become effective, the Client agrees to be bound by the revised GTCC.

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 virtual basket. The Client may also present the offer to the Seller by means of telephone, fax or e-mail.

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

- by transferring a written order confirmation or an order conformation 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 The period for acceptance of the offer shall start on the day after the Client has sent the offer and ends on expiry of the fifth day following the sending of the offer.

2.5 The contract's content will be stored by the Seller and will be sent to the Client in writing including these Terms and Conditions and Client Information (for example via e-mail, fax or letter) after the Client has submitted his order. In addition, the contract's content will be stored on the Seller's website and can be found by the Client in the customer login via the password-protected customer account, provided the Client has created a customer account in the online shop prior to submitting his order.

2.6 The Client can correct all the data entered via the usual keyboard and mouse function prior to submitting his binding order. In addition, prior to submitting the order, all data entered will be displayed in a confirmation window and can be corrected here as well, via the usual keyboard and mouse function.

2.7 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. Particularly, 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) Deviation from Product Description

The Seller endeavors to ensure a correct description of products and services in his online shop. However, products or services in his online shop might be mispriced or

described inaccurately. He does not guarantee and is not liable for the accuracy or completeness of any specifications including prices and product images.

4) Setting-up a Customer Account

4.1 In case, the Client creates a customer account with the Seller's onlineshop, the information provided to the Seller must be accurate, complete, and relevant at any time. A failure to do so entitles the Seller to terminate the Client's account. The Client is responsible for the confidentiality of the password and for all activities that occur under his password or account.

4.2 The Client is not permitted to forward his password to third parties. In case of an improper use of his account, he must inform the Seller immediately. The user's name may not impinge upon the rights of third party, in particular trademark or labelling rights as well as name rights or violate common decency.

5) Return policy

The Seller does not offer returns

6) Price and Delivery Costs

6.1 Prices are indicated in US dollars on the Seller's website excluding taxes and shipping costs. Taxes and shipping costs have to be borne by the Client. Shipping costs are specified separately in the respective product description. Despite the Seller's best efforts, it may happen that some of the items listed on the Seller's site are incorrectly priced. If the price of an item is less than the Seller's stated price, the Client will be charged with the lower amount. If the price of an item is higher than the price stated on the Seller's site, the Seller will either contact the Client for instructions before shipping the item or reject the Client's order and notify the Client of such rejection.

6.2 For deliveries to the United States, additional costs may arise such as transfer fees charged by the bank and taxes and/or customs duties. Those costs have to be borne by the Client .

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

6.4 If prepayment has been agreed upon, payment shall be due immediately upon conclusion of the contract.

6.5 When choosing the payment method "PayPal" , the handling of payments is done via the payment service provider PayPal 2211 North First Street San Jose, California 95131, subject to the conditions of use which can viewed at <https://www.paypal.com/us/webapps/mpp/ua/useragreement-full>. This would require, among other things that the Client has opened a PayPal account or he already has such an account.

7) Shipment and delivery conditions

7.1 Delivery of goods shall be made by carrier to the delivery address indicated by the Client, unless otherwise agreed upon. 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.

7.2 Any stated delivery dates are approximate. The Seller will not be liable for any losses, damages, or expenses for failure to meet any delivery date. .

7.3 In the case of unavailability of an item, for example in the event of improper or incorrect self-supply, the Seller will inform the Client by e-mail as soon as possible. In such a case, the Seller will propose to the Client either to order another item shown on the Seller's site in substitution or to cancel his order. If the Client chooses to cancel his order, he will be refunded, if his bank account has been debited. The Seller shall not be liable in case of unavailability of items.

7.4 Should delivery to the Client not be possible, the assigned transport company returns the goods to the Seller and the Client bears the cost for the unsuccessful dispatch.

7.5 The risk of accidental destruction and accidental deterioration of the sold goods will be transferred to the Client upon delivery of the goods to the Client or to an authorized recipient. If the goods are duly tendered while in the possession of the carrier, the risk of loss passes to the Client when the goods are duly so tendered as to enable the buyer to take delivery.

8) Warranty

The Seller disclaims any implied warranty of merchantability or of fitness for a particular purpose in connection with the Client's purchase of units of any item under this contract.

The Seller will not be liable for any indirect, special, consequential, or punitive damages, including lost profits arising out of or relating to this contract or the transactions it contemplates (whether for breach of contract, tort, negligence or otherwise) and irrespective of whether the Seller has been advised of the possibility of any such damage. In no event will the Seller's liability exceed the price the Client paid to the Seller for the specific goods provided by the Seller giving rise to claims or cause of action .

Some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to the Client but only to the extent such exclusions are not allowed. In this case, such an exclusion shall be limited to the extent required by applicable law.

9) Limitation of Liability Regarding the Use of the Seller's Online Shop

9.1 The use of the Seller's online shop is at the Client's or user's risk. The Seller's online shop is provided on an "AS IS" and "AS AVAILABLE" basis. Consequently, the Seller gives no warranties of any kind whether express or implied, statutory or otherwise (including the implied warranties of merchantability, fitness for a particular purpose). Such warranties include, but are not limited to, any representations that material on his website is complete, accurate, reliable, timely, and non-infringing on third parties; that access to his website is uninterrupted or error-free; that his website is secure.

9.2 The Seller shall have no liability or responsibility whatsoever for any losses suffered caused by viruses that may infect the Client's or the user's computer equipment or other property as a result of his use of, access to, or the downloading of any material from the Seller's website. Downloading material from this website is done at the Client's or the user's risk.

9.3 The possible links provided on the Seller's online shop may lead the Client to websites outside the Seller's website. The Seller accepts no liability for the content, accuracy, or function of these other websites. The Seller accepts no liability deriving from a breach or omission in the privacy policies of third parties. The links are provided in good faith and the Seller cannot be held responsible for any subsequent change in other websites to which it provides a link. The inclusion of any links to other websites does not imply endorsement by the Seller

9.4 Some jurisdictions may not allow the exclusion of implied warranties. So, some of the above exclusions may not apply to the Client or the user of the Seller's website to the extent such exclusions are not allowed. In this case, such exclusion shall be limited to the extent required by applicable law.

10) Limitation of action

No action arising out of or relating to this contract or the transactions it contemplates may be commenced against the Seller more than 12 months after the basis for such claim could reasonably have been discovered.

11) Indemnification

The Client indemnifies and holds the Seller harmless from and against any damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees, disbursements and court costs) incurred by the Seller arising from or in connection with (i) the Client's use of the Seller's Site or any content, information or services contained, displayed or available therein; (ii) the Client's violation of these Terms and Conditions; or (iii) the Client's violation of any rights of any third party.

12) Force Majeure

The Seller may, without liability, delay performance or cancel this Contract on account of

force majeure events or other circumstances beyond its control, including, but not limited to, strikes, political unrest, embargo,

13) Governing Law

The laws of the Federal State of the U.S. in which the Client has his permanent residence govern all legal relationships between the parties excluding the UN-Convention for the international sale of movable goods.

14) Designation of forum

A party bringing a legal action or proceeding against the other party arising out of or relating to this contract or the transactions it contemplates must bring the legal action or proceedings in the court of the State where the Seller has his place of business. Each party to this contract consents to the exclusive jurisdiction of the courts of the State where the Seller has his place of business for the purpose of all legal actions and proceedings arising out of or relating to this agreement or the transactions it contemplates.