

General Terms and Conditions of JOKERAREA GmbH

§ 1 validity, language

- (1) All our offers, deliveries and services are subject to these terms and conditions.
- (2) Terms and conditions of our customers do not apply, even if we do not separately object to their validity.

§ 2 prices, payment, collateral

- (1) Our prices include packaging and VAT, shipping costs are shown separately. Customs duties and similar charges have to bear our customer.
- (2) We explicitly reserve the right to reject checks or bills of exchange. Acceptance is always only as payment. Discount and bill charges are charged to our customer and are due immediately.
- (3) A payment is deemed to be made only when we can dispose of the amount. In the case of checks, the payment is deemed to have been made when the check is cashed and can not be returned.
- (4) All orders may require a reasonable advance payment or guarantee by guarantee or credit card.

§ 3 partial deliveries, force majeure

- (1) We are entitled to partial deliveries of separately usable products included in an order, whereby we bear the additional shipping costs caused thereby.
- (2) We shall not be liable for impossibility of delivery or for delivery delays, insofar as these are due to force majeure or other unforeseeable events at the time of the conclusion of the contract (eg disruptions of all kinds, difficulties in material or energy procurement, delays in transport, strikes, lawful lockouts, lack of manpower, energy or raw materials, difficulties in obtaining necessary regulatory approvals, regulatory action, or failure to supply, incorrect, or timely supply from suppliers) that we are not responsible for. If such events make the delivery or service significantly more difficult or impossible for us and the hindrance is not only temporary, our customer is entitled to withdraw from the contract. In the case of obstacles of a temporary duration, the delivery or service periods shall be extended or the delivery or service dates shall be postponed by the period of the hindrance plus a reasonable start-up period. Insofar as our customer can not reasonably be expected to accept the delivery or service as a result of the delay, he can withdraw from the contract by means of an immediate written declaration to us.
- (3) If the hindrance lasts more than one month, our customer is entitled, after a reasonable grace period, to withdraw from the contract in respect of the part not yet fulfilled. If the delivery time is extended or if we are released from our obligation, our customer can not derive any claims for damages from this. We can only rely on these circumstances if we notify our customer immediately.

§ 4 Right of Withdrawal

For our customers who are entrepreneurs within the meaning of § 14 Civil Code (BGB) and act on the conclusion of the contract in the exercise of their commercial or independent activity, there is no right of withdrawal.

§ 5 Subsequent changes

- (1) We are obliged to take account of requests for change from our customers, insofar as this is reasonable within the scope of our operational capacities, in particular with regard to the effort and the time schedule.
- (2) Insofar as the examination of the possibilities of change or the realization of the desired changes have an effect on the terms of the contract, in particular on our effort or the timetable, the parties shall agree on an appropriate modification of the terms of the contract, in particular the adjustment of the remuneration and the postponement of the deadlines.
 - Changes and additions to the order must be made in writing in order to be valid. Minutes of such meetings or the project status shall be signed by the authorized representatives of both sides.

§ 6 Shipping, Transfer of Risk and Place of Performance

- (1) Unless otherwise expressly agreed, we will determine the appropriate shipping method and carrier at our discretion.
- (2) The risk shall pass to our customers at the latest with the handover of the delivery item (whereby the beginning of the loading process is decisive) to the freight forwarder, carrier or other third party responsible for the execution of the shipment. This also applies if partial deliveries are made or if we have taken on other services. If the shipment or delivery is delayed at the request of our customer or as a result of a circumstance that is caused by our customers, the risk is transferred to our customer upon notification of readiness for shipment. Storage costs after transfer of risk are borne by our

customer. For storage by us, the storage costs are 1% of the invoice amount of the items to be stored per week expired. The assertion and proof of further or lower storage costs are reserved.

(3) Place of performance for all obligations arising from the contractual relationship is Stammheim.

§ 7 Display of transport damage

(1) Our customer has acc. § 438 Commercial Code (HGB) indicate a loss or damage to the goods. For externally visible damage or shortages, this must be done at the latest on delivery, otherwise (hidden defects) within seven days of delivery. The ad must mark the damage sufficiently clearly.

(2) A damage report after delivery is to be refunded in text form. To meet the deadline, timely dispatch is sufficient.

(3) For the rest, § 438 Commercial Code applies.

§ 8 Material and legal defect liability

(1) Our customer must always check the contractual conformity of the goods without delay.

(2) Our customer must inspect the delivered goods immediately after delivery to him or to the third party appointed by him. The delivered goods shall be deemed to have been approved by the customer unless we have been notified of defects or other defects which could be detected by a prompt, thorough examination within seven working days of the delivery or otherwise within seven working days of the discovery of the defect or each earlier time, in which the defect was recognizable to our customer with normal use of the delivery item without further investigation, received in written form, also by fax or e-mail.

(3) The obligation to inspect also applies to the intermediate and intermediate products sent for correction.

(4) If the delivered goods are subject to a material defect, our customer can of us

first demand the elimination of the defect or delivery of faultless goods. There

Our customer is an entrepreneur, we can choose between the removal of defects or delivery of a defect-free product (a prerequisite for our liability is that it is a not insignificant defect). Should one or both of these remedies be impossible or disproportionate, we shall be entitled to refuse them. We can refuse supplementary performance as long as our customer does not meet his payment obligations to us to an extent that corresponds to the defect-free part of the service.

(5) At our request, the object of delivery objected to must be returned carriage paid to us. Unfreely returned goods will not be accepted.

(6) We bear the expenses required for the purpose of supplementary performance, in particular transport, travel (cheapest shipping route), labor and material costs; the exclusion of costs shall be excluded insofar as the transfer of the goods to a place other than the place of performance incurs additional costs.

(7) If the supplementary performance according to paragraph 4 fails or is unreasonable for our customer or we refuse the subsequent performance, our customer is entitled in each case according to the applicable right to withdraw from the contract, to reduce the purchase price or to demand damages or replacement of his futile expenses. Further claims of our customer for whatever legal reason are excluded or limited according to § 10.

(8) The warranty period is twelve months from delivery; if a decrease is required, from acceptance. A delivery of used items agreed with our customer in an individual case is made under exclusion of any warranty. This does not apply to liability for injury to life, limb, health and gross negligence i.S.d. § 309 No. 7 b) BGB.

(9) None of the above clauses is intended to change the legal or judicial burden of proof distribution.

§ 9 Resignation of the customer and other liability on our part

(1) The legal right of withdrawal of our customer shall - with the exception of the cases of § 9 - neither be excluded nor limited. Likewise, legal or contractual rights and claims to which we are entitled shall neither be excluded nor limited.

(2) We are fully liable only for damages resulting from injury to life, body or health, which are based on an intentional or negligent breach of duty by us or a willful or negligent breach of duty by our legal representatives or vicarious agents. We are liable for other damages only if they are based on an intentional or grossly negligent breach of duty by us or on an intentional or grossly negligent breach of duty by our representatives or vicarious agents. We continue to be fully liable for damages resulting from non-compliance with warranties and representations as well as for claims arising from hazards (in particular under the Product Liability Act) and for violations of cardinal obligations. Any liability according to the principles of recourse of the entrepreneur under §§ 478 f. BGB remains untouched.

(3) In the case of a simple violation of a cardinal obligation, our remaining liability shall be limited to the contractually foreseeable damage.

(4) For the rest, liability - for whatever legal reason (in particular claims arising from the violation of contractual principal and subsidiary obligations, tort and other tortious liability) - is excluded.

(5) The same (exclusions, limitations and exceptions) apply to claims arising from fault at conclusion of contract.

(6) In case of reimbursement of expenses (with the exception of the one according to §§ 439 II, 635 II BGB) this § 9 applies accordingly.

(7) The exclusion or limitation of our liability also affects our legal representatives and vicarious agents.

(8) Cardinal obligations are essential contractual obligations, ie those obligations which give the contract its character and on which the contractual partner may rely; these are the essential rights and obligations which create the conditions for the performance of the contract and which are indispensable for the achievement of the purpose of the contract.

(9) None of the above clauses is intended to change the legal or judicial burden of proof distribution.

§ 10 offsetting, retention and assignment

(1) Assignments of claims of our customers against us are excluded.

(2) A right of retention against our claims is not permitted to our customers, unless they are undisputed or legally enforceable or decision-ready receivables.

(3) A set-off of our own claims of our customers against our claims is also excluded, unless it concerns undisputed or legally established or decision-ready claims.

§ 11 Retention of title

(1) The ownership of the goods is only with full payment of the purchase price to our customers.

(2) The goods delivered by us to our customers remain our property until full payment.

(3) The goods as well as the goods, which take their place after this clause and are covered by the retention of title, are hereinafter referred to as reserved goods.

(4) Our customer stores the reserved goods free of charge for us.

(5) Our customer is not entitled to sell the reserved goods or otherwise dispose of the goods. This also applies to resales in the ordinary course of business. Pledges and chattel mortgages are prohibited. Also, dispositions regarding the right to expectancy are prohibited.

(6) Other claims that take the place of the reserved goods or otherwise arise in respect of the conditional goods, such. As insurance claims or claims from tort in the event of loss or destruction, our customer already assigns to us as a precaution (pro rata). We revocably authorize our customers to collect the claims assigned to us in their own name for our account. We may only revoke this direct debit authorization in case of recovery.

(7) If third parties access the reserved goods, in particular through seizure, our customer will inform us immediately about our ownership and inform us about this in order to enable us to enforce our property rights. Insofar as the third party is unable to reimburse us for any judicial or extrajudicial costs incurred in this connection, our customer shall be liable to us for this purpose.

§ 12 Rights of third parties, indemnification

(1) In particular, our customer guarantees that the templates (in particular image and text files), contents and materials sent to us do not violate the copyrights, trademarks or other proprietary rights of third parties, the general privacy rights or other rights of third parties.

(2) Our customer declares that he is in possession of the copying and reproduction rights of the submitted data.

(3) At the first request, our customer indemnifies us against all third-party claims and undertakes to reimburse us for any damage arising from the rights of third parties. This also includes any legal costs incurred by us (legal fees and court costs).

§ 13 Conclusion of contract, client, agreements

(3) Our sales personnel are not entitled to make verbal agreements with the customer in connection with the contract.

(4) The legal relationship between us and our customers alone shall be governed by written, telex or e-mail, including these General Terms and Conditions. This completely reproduces all agreements between us and our customers regarding the subject matter of the contract. Verbal commitments by us before conclusion of this contract are not legally binding.

- (5) Supplements and amendments to the agreement, including these terms and conditions, must be made in writing in order to be valid. To ensure the written form is sufficient to submit by fax or e-mail. Other telecommunication channels are not sufficient.
- (6) Side agreements, changes and additions to the contract are only valid if we confirm them in writing.

§ 14 Applicable law and jurisdiction, severability clause, written form

- (1) The contract existing between us and our customer is subject to the law of the Federal Republic of Germany.
- (2) The United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG) does not apply.
- (3) If our customer is a merchant i.S.d. § 1 I of the Commercial Code (HGB), a legal entity under public law or a special fund under public law, the courts in Schweinfurt are exclusively responsible for all disputes arising out of or in connection with the respective contractual relationship. In all other cases, we or our client may file suit before any court of competent jurisdiction.
- (4) Should a provision in these General Terms and Conditions or a provision in the context of other agreements be or become ineffective, this shall not affect the validity of all other provisions or agreements.
- (5) Changes and additions to these General Terms and Conditions must be made in writing. This also applies to the amendment of this clause.