

General Terms and Conditions of Business

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§ 1 Scope of Applicability

(1) These General Terms and Conditions of Business (referred to hereinafter as "Terms and Conditions") shall apply to any and all contracts concluded via our online shop between us, ROYAL FERN GmbH (referred to hereinafter as "ROYAL FERN Online-Shop")

Maximilianstrasse 30

80539 Munich

Managing Director: Dr Timm Golüke

Local Court of Munich under HRB/A 188486

Telephone number: +49 (0)89 212 664 21 (landline rate)

E-mail address: info@royalfern.com,

and you as our customer. The Terms and Conditions shall apply independently of your status as consumer or entrepreneur.

(2) Any and all agreements concluded between you and us in conjunction with the sales contract shall arise in particular from these Terms and Conditions, our written order confirmation and our declaration of acceptance.

(3) The version of the Terms and Conditions valid at the time of the conclusion of the contract shall be decisive.

(4) Any deviating terms and conditions of the ordering party shall not be acknowledged, unless the ROYAL FERN Online-Shop expressly consents to the applicability thereof in writing.

(5) The customer shall be deemed consumer to the extent that the purpose of the ordered deliveries and services may not be predominantly attributed to his commercial or self-employed occupational duties. By contrast, every natural or legal person or partnership with legal capacity which is acting within the scope of its commercial or self-employed occupational duties at the time of the conclusion of the contract shall be deemed entrepreneur.

§ 2 Conclusion of Contract

(1) The customer may select skin-care products and hair-care products from the range offered by the ROYAL FERN Online-Shop, and collect these in a so-called shopping cart via the button "Add to shopping cart". By clicking on the button "Place order", the customer sends an order, thus making a binding offer for the purchase of the products collected in the shopping cart. Prior to sending the order, the customer may, at any time, change and inspect the data. The request may, however, be made and transmitted only when the customer has accepted these Terms and Conditions by clicking on the button "I accept the Terms and Conditions" and has thus incorporated the same in his request.

(2) Following the receipt of the order, the ROYAL FERN Online-Shop automatically sends the customer an e-mail which confirms the receipt of the order and includes the details of the order. This automatic confirmation of receipt shall not constitute an acceptance of the offer, but merely informs the customer that the order has been received by the ROYAL FERN Online-Shop. By clicking on the button "Print", the customer can print out the confirmation of receipt. The sales contract shall come about only when a declaration

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of acceptance is issued by the ROYAL FERN Online-Shop, which shall be sent in a separate e-mail (order confirmation). The contract (comprising the order, Terms and Conditions and order confirmation) shall be sent to the customer by us by means of a permanent data carrier (e-mail or hard-copy) as part of the order-confirmation e-mail or in a separate e-mail, however, no later than upon the delivery of the goods (confirmation of contract). The contract shall be stored under maintenance of data protection.

(3) The conclusion of the contract shall take place in English.

§ 3 Delivery, Availability of Goods

(1) The delivery times indicated by us are calculated as of the time of our order confirmation whereby the prior payment of the purchase price is presumed (with the exception of purchase on account). To the extent that no or no deviating delivery time is indicated in our Online-Shop for the respective product, the delivery time shall amount to three working days.

(2) Should the product selected by the customer be unavailable at the time of the order, the ROYAL FERN Online-Shop shall inform the customer hereof without undue delay in the order confirmation. If the product in question is no longer available, the ROYAL FERN Online-Shop shall refrain from issuing a declaration of acceptance. In this event, a sales contract shall not come about.

(3) Should the product named by the customer in the order be only temporarily unavailable, the ROYAL FERN Online-Shop shall likewise inform the customer hereof without undue delay in the order confirmation. In the event of a delivery delay of more than two weeks, the customer shall be entitled to withdraw from the contract. In addition, the ROYAL FERN Online-Shop shall also be entitled to rescind the contract in this event. In this regard, it shall reimburse any payments already rendered by the customer without undue delay.

(4) The following delivery restrictions shall apply: The ROYAL FERN Online-Shop delivers only to customers who have their ordinary place of residence (invoice address) in Germany, Austria and Switzerland.

§ 4 Retention of Title

The goods delivered shall remain the property of the ROYAL FERN Online-Shop until the payment of the purchase price in full.

§ 5 Prices and Forwarding Charges

(1) Any and all prices are quoted in Euros, include the respectively applicable statutory value-added tax, and are stated exclusive of any forwarding charges to be incurred.

(2) The pertinent forwarding charges, which shall be communicated to the customer in the order form, shall be borne by the customer to the extent that the customer does not assert his right of cancellation. The ROYAL FERN Online-Shop delivers to the customer free of forwarding charges.

(3) The goods shall be dispatched by post. The risk of dispatch shall be borne by the ROYAL FERN Online-Shop if the customer is a consumer.

(4) In the event of a cancellation, the customer shall bear the immediate costs of returning the goods.

§ 6 Terms of Payment

(1) The payment shall be made via direct debit, credit card (MasterCard or Visa), or on account. Payment may not be made by sending cash or a cheque.

(2) Payment on account is not permitted for new customers with respect to their initial order.

(3) Your credit-card account will be debited upon dispatch of the goods.

(4) The customer may, at any time, change the mode of payment saved in his user account.

§ 7 Claims for Defects, Guarantee

(1) The ROYAL FERN Online-Shop shall be held liable for material defects in accordance with the statutory provisions applicable hereto, in particular §§ 434 et seq. of the German Civil Code [BGB]. Vis-à-vis entrepreneurs, the limitation period for breach of warranty with respect to items delivered by the ROYAL FERN Online-Shop is 12 months.

(2) An additional guarantee shall exist with respect to goods delivered by the ROYAL FERN Online-Shop only if such guarantee has been expressly given in the order confirmation pertaining to the respective article.

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§ 8 Liability

(1) Any and all claims for damages by the customer vis-à-vis the ROYAL FERN Online-Shop shall be excluded. This shall not include claims for damages by the customer arising from injury to life, limb or health, or from the breach of essential contractual obligations (cardinal obligations), as well as liability for other damage which is based on an intentional or grossly negligent breach of obligation on the part of the ROYAL FERN Online-Shop, its legal representatives or vicarious agents. Essential contractual obligations shall constitute such obligations, the fulfilment of which is necessary for the achievement of the contractual purpose.

(2) With respect to the breach of essential contractual obligations, the ROYAL FERN Online-Shop shall be held liable only for foreseeable damage typical of the contract if such damage has been caused by simple negligence, unless the claims for damages by the customer are based on injury to life, limb or health.

(3) The limitations stipulated in paragraphs 1 and 2 shall also apply in favour of the legal representatives and vicarious agents of the ROYAL FERN Online-Shop if claims are asserted directly against them.

(4) The provisions of the German Product Liability Act [Produkthaftungsgesetz] shall not be affected.

§ 9 Cancellation Policy

(1) Upon the conclusion of a distance-selling transaction, consumers have, as a matter of principle, a statutory right of cancellation, with regard to which the ROYAL FERN Online-Shop provides information in accordance with the statutory template as follows:

Cancellation Policy

Right of cancellation:

You have the right to cancel this contract within fourteen days without stating reasons.

The cancellation period amounts to fourteen days as of the day on which you or a third party named by you who is not a forwarding agent has taken possession of the goods.

In order to assert your right of cancellation, you have to inform us

ROYAL FERN GmbH

Maximilianstrasse 30

80539 Munich

Tel.: +49 (0)89 212 664 21 (landline rate)

E-mail: info@royalfern.com

of your decision to cancel this contract via an unequivocal declaration (e.g. a letter sent by post, fax or e-mail) in this regard. To this end, you may use the cancellation-form template attached, which is, however, not mandatory.

In order to comply with the cancellation period, it shall suffice if you send the notification regarding the assertion of your right of cancellation prior to the expiry of the cancellation period.

Consequences of cancellation:

In the event that you cancel this contract, we shall reimburse to you any and all payments which we have received from you, including the delivery costs (with the exception of additional costs which have been incurred due to your having selected another form of delivery other than the economical standard delivery offered by us), without undue delay and no later than fourteen days as of the day on which the notification regarding your cancellation of the contract is received by us. With respect to this reimbursement, we shall use the same means of payment which you used for the original transaction, unless another agreement deviating herefrom has been explicitly concluded with you; in no event shall fees be charged to you in conjunction with this reimbursement.

We are entitled to refuse reimbursement until we have received the returned goods or until you have furnished evidence that you have sent the goods back, depending on which occurs earlier. You shall send back or hand over the goods to us without undue delay and, in every case, no later than within fourteen days as of the day on which you inform us with regard to the cancellation of this contract. The cancellation period shall be deemed complied with if you send the goods prior to the expiry of the period of fourteen days. You shall bear the direct costs for the return of the goods. You shall defray any and all loss in value of the goods only if this loss in value can be attributed to your handling the goods in manner which is not necessary for the verification of the quality, characteristics and functionality of the goods.

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(2) There shall be no right of cancellation with respect to contracts on the delivery of sealed goods which, for reasons of health protection or hygiene, are not suitable for return if their sealing has been removed following delivery.

(3) The ROYAL FERN Online-Shop provides information on the cancellation-form template in accordance with the statutory provisions as follows:

Cancellation-form template

(If you wish to cancel the contract, please complete this form and return it to us.)

- To ROYAL FERN GmbH, Maximilianstrasse 30, 80539 Munich - e-mail: info@royalfern.com
- I/We (*) hereby cancel the contract concluded by me/us (*) on the purchase of the following goods (*) / the rendering of the following services (*):
- Ordered on (*)/ Received on (*):
- Name of the consumer(s):
- Address of the consumer(s):
- Signature of the consumer(s) (only for notification by hard-copy):
- Date:

(*) Delete as appropriate

§ 10 Notes on Data Processing

(1) The ROYAL FERN Online-Shop collects the data of the customer within the scope of the fulfilment of contracts. In this regard, it observes, in particular, the provisions of the Federal Data Protection Act [Bundesdatenschutzgesetz] and the German Telemedia Act [Telemediengesetz]. Without the consent of the customer, the ROYAL FERN Online-Shop shall only collect, process or use the master and usage data of the customer to the extent that this is necessary for the fulfilment of the contractual relationship, and for the utilisation and invoicing of telemedia.

(2) Without the consent of the customer, the ROYAL FERN Online-Shop shall not use the data of the customer for purposes of advertising, market or opinion research.

(3) The customer may, at any time, retrieve the data stored by him by clicking on the button "My Account" in his profile in order to change or delete the said data. With respect to any consent given by the customer and further information on data collection, processing and use, reference is also made to the Data Protection Declaration, which may, at any time, be retrieved in printable form on the website of the ROYAL FERN Online-Shop via the button "Data Protection".

§ 11 Final Provisions

(1) Any and all contracts between the ROYAL FERN Online-Shop and the customer shall be subject to the law of the Federal Republic of Germany under exclusion of the UN Convention on Contracts for the International Sale of Goods.

(2) To the extent that the customer is a trader, a legal entity under public law or a special fund under public law, the place of jurisdiction for any and all disputes arising from contractual relationships between the customer and the ROYAL FERN Online-Shop shall be the registered seat of the ROYAL FERN Online-Shop.

(3) In the event of the legal invalidity of individual points of the contract, the contract shall remain binding in the remainder of its parts. To the extent available, statutory provisions shall replace the invalid points. Should this, however, constitute unreasonable hardship for one of the contract parties, the contract shall become invalid in toto.

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