

General Terms and Conditions

WECO Feuerwerk GmbH

Represented by Thomas Schreiber, Jürgen Bluhm, Thomas Kahn,
Local court Siegburg HRB 12636, Ust.-ID Nr. DE 125 310 748 (as of September 2016)

§ 1 General

(1) For business relations between us and our customers, our General Terms and Conditions exclusively apply in the version valid at the date when goods are ordered by the customer. The General Terms and Conditions of a given customer are rejected. Additional or deviating General Terms and Conditions of the customer will not be recognized, unless we explicitly agree to their validity in writing. Our General Terms and Conditions remain also valid, if we implicitly complete delivery to the customer, although we know about contradicting or deviating General Terms and Conditions (GTC) of the customer.

(2) Contract amendments or changes require the written form.

(3) „Consumer“ in the sense of these GTC are natural/individual persons, whose purpose of order is not a commercial, self-employed or freelance activity. The term „Customer“ in these GTC is used for both the consumer as well as the entrepreneur/company.

§ 2 Specific criteria in sales of fireworks

(1) We reserve the right to execute technical amendments in terms of technical progress as well as changes of shape, colour and weight within reasonable limits.

(2) The customer guarantees that all required authorizations and licenses, which are necessary for transport, storage and administration are available at the time of delivery. The customer is hereby expressly referred to the fact that the shipment of fireworks category 1 and 2 is only permitted via a forwarding agency; pyrotechnic articles are not allowed to be sent by post. The shipment is made according to the provisions for the transport of dangerous goods.

(3) The customer is not allowed to modify the goods or use them contrary to their specifications. The same applies for all accessories as well as descriptions and product information. The use of the products delivered is only permitted in accordance with the instructions.

§ 3 Conclusions and content of contracts

(1) The presentation of our product range does not represent a binding offer. Our offers, brochures, price lists and other documents are without engagement regarding price, quantity, delivery and availability. Visualizations or explanations submitted with the offer do not represent warranties or agreements on characteristics. We only assume guarantee or procurement risk if confirmed in written form to the customer. This is also valid for the purchase of generic goods.

(2) When ordering, the customer submits a binding offer to us for conclusion of a sales contract for the selected goods, which is binding for 3 weeks after receipt of the offer. The offer is deemed to have been accepted on issue of our order confirmation or on delivery of the ordered goods.

(3) The minimum purchase volume is 250,00 EUR (value of goods according to net list price). We are only obliged to take back the delivered goods in case of an explicit contractual agreement, provided that the goods have not been damaged or modified and an ongoing business relationship is being held for 6 months.

§ 4 Prices and terms of payment

(1) Offered prices are daily prices at the time of contract conclusion, in EUR plus applicable VAT of currently 19% (in Germany) and are without engagement and not binding. In case of changes regarding cost factors e.g. material price until the delivery day, we have the right to increase the price up to the amount of the actual incurred extra costs. If there are no other agreements, goods can only be paid in advance or in cash upon collection.

(2) If the customer fails to meet his/her payment obligations, he/she is obliged to pay interests at the rate of 8% points (consumer 5% points) above the base rate of the European Central Bank as per date of default. In this case, we have the right to assign the claim to third parties at usual market terms. We reserve the right to claim greater damages; however, the customer has the right to prove that the damages amount to less than this. In this case, the customer is still obliged to pay interests at the legal rate.

(3) The customer only has the right to set off a claim only if the counterclaims have been legally established or have been accepted by us. He/She can only exercise a right of retention if his/her counterclaims are based on the same contract.

(4) If there are reasons for doubt regarding the credit rating of the customer (e.g. deterioration of financial circumstances, insolvency, pledge) after conclusion of contract, delivery will only be effected against advanced payment. If the advanced payment is not made within a reasonable time, we reserve the right to withdraw from the contract.

§ 5 Cost and delivery

(1) Delivery will be made ex works, packing included. Delivery within Germany is free of charge for the following goods values, dangerous goods classes and categories:

- Category F1 (only hazard class 1.4S) as well as non-hazardous goods at least 250 EUR
- Category F1/F2/T1/T2 (hazard class 1.4S and 1.4G) at least 750 EUR;
- Category F2 (hazard class 1.3G) at least 2.500 EUR;
- Category P1/P2/F3/F4 (all hazard classes) at least 2.500 EUR

Shipping costs to foreign countries will be agreed upon individually. In case of mixed orders, the conditions of the item of the highest class apply. The amount of shipping costs depends on the hazard class and the weight and needs to be determined individually.

Collection of goods (only upon prior agreement): 0,00 EUR.

Partial deliveries and technically caused deviations of the quantities of up to 10% are reserved and permitted, as far as reasonable for the customer. Additional costs arising from this are at our expense.

(2) Delivery dates are only binding if confirmed in written form. If we are unable to meet an appropriate extension of time set by the customer of at least 4 weeks in case of delayed delivery, the customer has the right to withdraw from the contract, as delivery has not been (fully) completed. An appropriate extension of delivery is made without further ado in case of unexpected or inevitable events, especially strike and lock-out, lack of energy and raw materials, traffic disruption, force majeure, delay in self-supply. In case of a delay of more than 4 weeks, the customer has the right to withdraw from the contract. If we are not responsible for impossibility of delivery due to the above-mentioned events, we have the right to withdraw from the contract, any claims to compensation by the customer excluded.

(3) In case of cancellation by the customer contrary to the contract, the latter is obliged to indemnify to the following extent: 15% of the gross order value in case of cancellations up to the point of commissioning of the ordered merchandise; 25% of the gross order value from commissioning until handing the goods over to the transport agency; 35% of the gross order value after handing the goods over to the transport agency; 45% of the gross order value, if the goods are not accepted by the customer upon delivery. In the two latter cases, the customer must also bear the actual costs for the transport agency. In case of a display fireworks show which has already been set up, the customer must pay the full invoice amount. The customer has the right to prove that we actually sustained a lower damage.

(4) Deviating terms of delivery and payment are valid for our online shop. You can find them in our online shop.

§ 6 Warranty – notices of defects

(1) Due to the characteristics of the items sold by us, we cannot accept any liability for the material quality, accordance of described effects with actual effects or other deviations.

(2) The customer is obliged to check the delivered products for completeness and defects immediately after receipt and notify the latter immediately to us in writing. The same applies for incomplete deliveries, if those are not marked as partial deliveries. In case of hidden defects, which cannot be identified on delivery, the defect must be notified to us in writing immediately after discovery. In case of delayed notification, delivery is considered to have met the requirements of the contract.

(3) In case of defects, the customer can either demand correction or replacement. If we are not able to correct or replace the defective item, or if none of these two actions is reasonable, the customer can withdraw from the contract or reduce the purchasing price after a reasonable fixed deadline.

(4) The warranty period aside from Consumer Goods Purchase is 12 months after delivery of the goods. In other respects, a warranty period of 24 months applies.

(5) Force majeure, operational breakdowns beyond our control or other events not caused by us, failure by the upstream supplier, traffic disruption or the like as well as all inevitable events occurring at our facilities or those of our suppliers, entitle us to discontinue our services completely or partially for the extent and the duration of the disruption.

Circumstances on a par with force majeure are strike, lack of energy and raw materials, unintentional operational impediment and transport bottlenecks.

§ 7 Liability

(1) We shall pay damages or compensation for futile expenses – regardless of any legal basis (e.g. breach of duty, tort) – only in the following cases: a. In case of intent, assumption of a guarantee or assumption of the procurement risk, we are fully liable. b. In case of gross negligence, we are liable to the extent of the foreseeable typical damage which would have been prevented by due diligence. c. In all other cases, we are only liable for breach of a contractual duty which is essential in a way that it puts the achievement of the contractual purpose at risk. In this case, our liability is limited to the foreseeable typical damage; however, for each individual claim, it is limited to twice the contractually agreed price at most.

(2) If goods are sold and sent to a consumer, the risk of accidental loss or deterioration is transferred to the latter or to a person named by him/her when the goods are handed over to them, whether or not the shipment is insured. For other customers, the risk of accidental loss or deterioration of the goods is transferred to the buyer when the goods are handed over, for sales involving the carriage of goods, it is transferred to the buyer when the goods are delivered to the bearer.

(3) The legal liability regarding personal injury, especially the liability according to the Product Liability Act, remains unaffected.

(4) The customer is liable for proper use of the fireworks ordered from us and compliance with legal provisions. In particular, he/she must observe the instructions for use mentioned on the packaging. The customer exempts us from all claims which are based on failure to comply with the instructions for use and legal provisions for risk prevention.

§ 8 Retention of title

(1) The merchandise remains our property until complete payment of all claims arising from the business relationship, including accessory claims, compensation for damages and honoring of cheques and bills of exchange.

(2) The customer only has the right to resell, process or install the reserved goods considering the following conditions and only if all claims are actually transferred to the buyer according to the following regulations.

(3) The customer hereby assigns all claims arising from the resale of the reserved goods to us.

(4) The customer's right to resell, process or install reserved goods within the scope of proper business transactions ends with our revocation, especially in case of sustained deterioration of the financial situation of the customer, but no later than with the suspension

of payment or with the application or opening of insolvency or composition proceedings concerning his/her properties.

(5) The customer has the right to collect assigned claims, as long as he/she meets his/her payment obligations. The collection authorization expires upon revocation, but no later than in case of default in payment or in case of significant deterioration of his/her financial status. In this case, we have the right and are authorized by the customer to inform his/her buyers about the assignment and collect the claim ourselves.

(6) The customer is obliged to provide us upon request with an exact list of all claims he/she is entitled to with the names and addresses of the buyers, including individual claims, data etc. and give us all information necessary to assert the assigned claims and permit the delivery of this information.

(7) We accept the above-mentioned assignment of the customer.

§ 9 Right of revocation

Only consumers have the right of revocation according to the following conditions.

Consumers take note of the following instructions regarding the right of revocation of orders:

As a consumer, you have the right to withdraw from this contract within 14 days without giving reasons. The withdrawal period is 14 days from the day,

- on which you or a third party designated by you, who is not the carrier, took possession of the goods;

- on which you or a third party designated by you, who is not the carrier, took possession of the last goods, if it is a uniform order and goods have been delivered separately;

- on which you or a third party designated by you, who is not the carrier, took possession of the last part or partial shipment, if goods have been delivered in several separate consignments;

- on which you or a third party designated by you, who is not the carrier, took possession of the first goods, if the contract covers the regular supply of goods for a fixed time period.

In order to exercise your right of revocation, you must inform us by means of a precise declaration (e.g. a postal letter, fax or email) about your decision to withdraw from this contract. Please address your revocation to:

Weco Feuerwerk GmbH, Bogestr. 54-56, 53783 Eitorf, Phone 0049 2243-883 0, Fax 0049 2243-883 153, email: info@weco.de, <http://www.weco.de>

You can use the standard withdrawal form below, which however is not required. If you take this option, we will immediately send you a confirmation of receipt (e.g. via email) of your revocation. To meet the revocation deadline, it is sufficient to send the communication concerning the exercise of the right of revocation before expiry of the withdrawal period.

Revocation consequences:

If you withdraw from this contract, we must refund all payments received from you, including transport costs (excluding additional costs arising from your choice of a different type of delivery than the standard, least expensive type offered by us) immediately and within 14 days at the latest, counting from the day of reception of your notification of withdrawal of this contract. For this refund, we will use the same means of payment which you used for the initial transaction, unless otherwise agreed; in no case we will charge you a fee due to this refund.

We may refuse the repayment until reception of the goods or until you supplied evidence of having sent the goods back, whichever is the earliest.

You must return the goods to the above-mentioned address immediately, in any case no later than within 14 days counting from the day of communication of your revocation of this contract. The deadline is met if you return the goods before expiry of the deadline of 14 days.

You bear all direct costs of returning the goods.

You only have to pay for any diminished value of the goods, if this diminished value results from the handling other than what is necessary to verify the condition, characteristics and functioning of the goods.

End of instruction

Sample form for revocation:

Weco Feuerwerk GmbH

Bogestr. 54-56

53783 Eitorf

Date

Revocation

I/We (*) hereby give notice than I/we (*) withdraw from my/our (*) contract of purchase of the following goods: (exact designation)

Order date....

Reception date

Name and address of the consumer

Signature (only when communicated on paper)

(*) Delete as applicable

§ 10 Data protection

(1) We only store personal data which is needed to process orders, emails and other benefits and services which we provide to our customers.

(2) We guarantee to store IP addresses exclusively anonymously.

(3) The customer explicitly agrees to the recording and use of personal data to the above-mentioned extent.

(4) We do not transfer personal data to third parties, except of our service partners (especially parcel services), who need the customer's data to process the order. In this special case, we only transfer the required data. We also explicitly reserve the right to transfer payment experiences with our customers to Creditreform as well as to the commercial credit insurance.

(5) The customer has the right to obtain information on the scope, content and purpose of the data stored at any time. He/she can also demand correction, blocking or deletion of his/her data.

(6) Our websites use so-called cookies in several areas to make our offer more user-friendly, more effective and saver. Cookies are small text files which your web browser stores on your computer. Most cookies used by us are so-called 'Session-Cookies'. They are deleted automatically after the end of your visit. Cookies don't do any damage to your computer and don't contain any viruses.

(7) Our website uses Google Analytics, a web analysis service of Google inc. Google Analytics uses so-called „Cookies“. Cookies are text files which are stored on your computer and which allow an analysis of your use of the website. The data recorded includes for example information on the operating system, browser, your IP address, the websites you visited before (referrer URL) and date and time of your visit on our website. The information generated by this text file concerning your use of our website is transmitted to a Google server in the USA and stored there. Google will use this information to analyze your use of our website, to compile reports regarding the website activity for the website operator and to provide further services related to website and internet usage. If prescribed by law or if third parties process this data on behalf of Google, Google will also transfer this data to these third parties. This use will be anonymous or pseudonymous. Further information can be found directly at Google:

<http://www.google.com/intl/de/privacypolicy.html#information>

§ 11 Applicable law – Place of jurisdiction – Severability clause

(1) For all contractual relations or other legal relations to us, the substantive rights of the Federal Republic of Germany are valid. For contracts with consumers, this is not valid, if by mandatory law, the provisions of a constitutional state of habitual residence of the consumer are valid.

(2) If the customer is a merchant or legal entity of public law, the registered head office is considered as place of performance and place of jurisdiction for all claims.

(3) We have the right to modify these General Terms and Conditions, if necessary, to adapt to new legal or compulsory regulations. We will inform you about these modifications via email or on our website. If the customer does not contradict to this modification within a deadline of 6 weeks, it becomes part of the contract.

(4) In case of invalidity of individual provisions of this contract, complete or partial, the remaining conditions or parts of them shall not be affected. The invalid terms shall be replaced by the legal regulations.