

General Terms of Business

Section 1: Object / Conflicting terms

- (1) These General Terms of Business apply to all future business relations between Claudia Milic as the owner of the company Claudia Milic Jewellery (henceforth also referred to as the 'User') and all customers, in particular to contracts concerning the purchase/delivery of jewellery by the User.
- (2) Any conflicting terms of parties, for example the general purchasing conditions of customers, shall not apply, insofar as they deviate from the terms of this agreement and the parties do not expressly agree otherwise in writing.

Moreover, the general terms of business of customers, for example purchasing conditions, shall only apply if the User expressly agrees to their validity in writing.

Section 2: Contracts with consumers / Conclusion of contracts

- (1) The User exclusively concludes contracts with enterprisers in the meaning of Section 14 BGB (German Civil Code).

Section 3: Delivery period(s) and place / Insurance and costs

- (1) Unless otherwise agreed or the User has not disclosed a deviating delivery period in the confirmation, the goods ordered by the customer from the User shall generally be delivered within three (3) weeks from the date on which the User confirmed the respective order to the customer (Section 4 (3) shall also apply for requests for advance payment).

The User shall promptly inform the customer if she is unable to adhere to a delivery period. Insofar as the User is not responsible for the delay and the customer is able to demonstrate that they have no use for the goods in the event of a delayed delivery, the customer may withdraw from the contract.

Deliveries shall be made to the delivery address indicated by the customer in the order; should the customer specify no address in the order, the User shall send the ordered goods to the billing address known to her or to the last known address of the respective customer.

- (2) Deliveries are made ex works and are sent at the cost and risk of the customer.

The User shall conclude transport insurance for the ordered goods; the costs of the insurance shall be borne by the customer.

The customer shall assume all costs of delivery, in particular insurance (c.f. above (2)), any incurred duties and all other import costs. For deliveries to a country outside the Federal Republic of Germany, the User shall accept no liability with regard to any existing import restrictions.

Section 4: Prices / Due date / Advance payment

- (1) Insofar as the customer and the User do not agree otherwise in connection with an order, the prices defined by the User for the ordered goods at the time of the order shall apply (in addition to the applicable value added tax); these prices can be viewed at (www...).
- (2) Unless otherwise agreed, the price for the ordered goods – minus any advance payment made by the customer (c.f. below (3) – becomes due for payment no later than within ten (10) workdays from delivery of the ordered goods.
- (3) The User is permitted to demand an advance payment from the customer from the overall price of the order.
 - a) The amount of the advance payment shall equate to up to 50% of the net value of the goods for the respective order, in addition to the applicable value added tax.
 - b) Insofar as the User must pay expenses for the execution of an order, for example costs for acquiring raw materials such as gold or silver, which exceed 50% of the net value of the goods for the respective order, the User may demand an advance payment in the amount of the expenses to be paid for the execution of the order, in addition to the applicable value added tax.
 - c) An advance payment charged by the User is due for payment within five (5) workdays from receipt of the invoice for advance payment by the customer.

The User may wait until the crediting of the amount of the invoice for advance payment to one of her accounts before executing the order and refuse delivery of the goods until the advance payment has been credited to one of her accounts.

Should the User demand the advance payment upon order confirmation, the delivery periods pursuant to Section 3 (1) shall only begin with the crediting of the requested advance payment to an account of the User. Should the User demand an advance payment at a time following the date of order confirmation, the delivery periods shall be extended in accordance with Section 3 (1) by the period in which the possibly delayed advance payment is credited to an account of the User.

Section 5: Reservation of ownership

- (1) All goods remain the property of the User until the complete settlement of the good price or other claims from outstanding invoices.
- (2) The customer is obliged to promptly inform the User, should the goods delivered by the User be seized or if insolvency proceedings are opened against their assets or if the opening of insolvency proceedings was rejected due to lack of assets.

Insofar as the customer is culpably responsible for their development, the customer must bear all costs incurred in the resolution of seizures and retentions as well as in the recovery of goods by judicial or extrajudicial means.

Section 6: Liability

- (1) The User shall only be liable in the case of wilful intent or gross negligence.
- (2) The liability of the User is limited to the amount of typically occurring, foreseeable damages.
- (3) The liability limitation according to the above (1) and (2) does not apply to liability due to injury to life, limb or health, nor to the breach of duties by the User whose fulfilment is essential for the execution of a contract and in the adherence to which the customer may trust, nor to the breach of mandatory legal provisions, such as the Product Liability Act.

Section 7: Applicable law / Jurisdiction

- (1) For all contracts concluded between the User and customers, German law shall apply exclusively with the exclusion of the UN Convention on the International Sale of Goods and international private law.
- (2) The jurisdiction for all disputes from individual contracts is exclusively the local court responsible for the registered address of the User.

The same applies to disputes in connection with individual contracts.

Section 8: Final provisions

Should individual provisions of these General Terms of Business be or become void, this shall not thereby affect the validity of the remaining provisions. In this case, the parties undertake to replace the void provision with such a term which most closely corresponds with the original economic intention.