

General Terms and Conditions of Business for the Internet Sales Platform www.premiumsweets.com

Version 1.0, effective as of 1.8.2003 until revoked

1. Field of application

We, the Supplier, sell the goods specified in detail via the Internet sales platform www.premiumsweet.com at the following terms and conditions. All agreements arranged for between us and the Buyer for the purpose of executing the sales contract, are settled in it.

Our terms and conditions are binding. Counter conditions of the Buyer that do not correspond with our terms and conditions will only be acknowledged **per explicit approval**. Only orders from private individuals are accepted via the Internet sales platform www.premiumsweet.com.

2. Orders

The order carried out by the Buyer is a binding offer. We are entitled to accept this offer within 24 hours upon receipt of the order by sending a confirmation of order (per Fax, e-mail, or letter post). We may also inform the Buyer within the same time period that we will not deliver the goods ordered by him (delivery only as long as stocks last etc.). Our confirmation e-mail contains detailed information on the Buyer's possibilities, if he finds faulty goods after receipt of the order.

3. Terms of payment and prices

All prices are gross prices incl. the statutory value-added tax. The prices stated are ex place of sale, incl. transport (extra services like express delivery excluded) and packaging charges. The Customer will receive a detailed listing of costs.

Payment is made by credit card or invoicing. For payment with credit card the payment is collected after successful credit card verification. Other payment methods are possible. The concerned Supplier will individually publish them.

For delayed payment (due date) the Buyer must pay 6 % p.a. interest on arrears, without precedent for our further rights according to the following art. 5. The payment dates cannot be postponed by any means. If we have incurred a higher damage caused by provable default, we are entitled to claim it. The Buyer, on his part, has the possibility to prove a lesser damage.

4. Cancellation of contract

If the Buyer fully or partially does not meet with his obligations, all deliveries will be suspended. In case of fault, the Buyer will bear the costs and risks of a reversed transaction. This is subject to further claims for damages.

5. Delivery

We guarantee for the published delivery times, unless something to the contrary was agreed upon. Under the proviso of other arrangements, the delivery will be made ex our production site to the delivery address, stated by the Buyer. The risk is passed on to the Buyer, as soon as the delivery has been handed over to him. Until that time, the goods are protected by the shipping insurance of our logistics partner.

The delivery will be carried out through a logistics company chosen by us. With regard to delivery and shipping, our liability is limited to the uncovered costs of the shipping insurance. In case of delayed delivery, our liability to pay damages is limited to the charge-free taking back of the goods delivered too late. With the occurrence of circumstances, which we are not responsible for (e.g. force majeure, strike), we are free to postpone the delivery for the time of the obstruction, or to cancel the conclusion of the deal completely or partially. The Buyer is informed accordingly. For long-term delays (from 1 week up) the Buyer has the right of rescission. Claims for damages because of unpunctual delivery/non-delivery are excluded in case of ordinary negligence.

The meeting of our delivery commitment requires the punctual and orderly compliance of the Buyer commitments.

With the acceptance of the current GTB, the Buyer confirms that he does not use the purchased articles unlawfully.

6. Quality control

The Buyer has to examine the goods for completeness on receipt. Visible damage on the outside needs to be confirmed by the carrier, if possible. With transport through the logistics partner company a confirmation of the individual carriers should be obtained in order to simplify the claims settlement.

Complaints about incomplete/incorrect delivery or obvious faults must be immediately reported to the Supplier by e-mail.

Until the contrary has been proven, it is assumed that infringements of contract, which become obvious before expiration of the expiry date written on the packaging, were already there at the time of the delivery, unless this assumption is irreconcilable with the type of goods or the type of the infringement of contract.

7. Warranty for defects

The processing conditions regarding the warranty/guarantee have to be clarified with us beforehand; especially, there is no authorization to return the faulty goods to us without conferring. As far as we are responsible for a faulty object of purchase, we are entitled to a remedy of defects or substitute delivery of our choice. If the remedy of defects/substitute delivery fails, the Buyer is entitled to claim rescission (cancellation of the contract) or a corresponding reduction of the sales price. In case of delivery of perishable goods like for example cakes, pastries, etc., the warranty claims become statute-barred after expiration of the printed sell-by date.

We are liable for intent, gross negligence and lack of guaranteed properties. The liability for ordinary negligence is excluded, exempt for violation of contract-integral obligations. As far as we are not blamed for intentional breach of contract, the liability for compensatory damages is restricted to foreseeable, typically occurring damages. We are especially not liable for damages that were produced on the object of delivery itself (consequential damage). Damages caused by improper use or natural wear and tear rest with the Buyer's responsibility.

The contract confirmation serves as a guarantee proof for the Buyer and will be sent to him by e-mail. A more extensive guarantee service on the part of the Supplier does not exist. This warranty period also applies to claims for compensation of consequential damages, as far as no claims from offence are made; the statutory period of limitation applies to these.

8. Joint liability

A more extensive liability on compensatory damages than provided for in clause 7 is excluded. This also applies with regard to personal liability for compensatory damages of our employees, coworkers, representatives and vicarious agents.

9. Legal status of the Operator of the Internet sales platform

Richemont SBKV Verwaltungs- und Dienstleistungs AG is Operator of the Internet sales platform www.premiumsweet.com. In this capacity he provides the Internet platform as a medium for exchange for the individually to be created contractual commitments between the Suppliers and Buyers. The platform Operator neither appears as representative nor in another representative role for the Customers on the platform.

The Suppliers and the Buyers among themselves are in charge and responsible for the conclusion and execution of a contract for the rendering of services or delivery of products offered via www.premiumsweet.com. The Operator does not render any services whatever type for the processing of the concluded contracts and/or the realization of the claims resulting from these contracts. The regulation of claims is the sole responsibility of the Suppliers and Buyers among themselves.

10. Data protection

We will use the required data as part of the order and payment procedure for the processing of the contract. The Operator of www.premiumsweet.com passes the data on to us for this purpose, without storing them at their premises. We will only use the data collected in the course of the order procedure for direct advertising of our Buyers, if they explicitly ask for it. Another or more extensive use through us will not take place. We do not pass on data - with the following exceptions - to third parties, except for it is legally required or requested so through a judicial decision.

At any time, the Buyer has the right to choose with the first registration, or later through changes of his Buyer data, to approve of the use of his Buyer data for the purpose of direct advertising or to explicitly exclude it.

Credit card data (personal data, current validity of the credit card, credit limits and coverage through credit card organization) is passed on to the corresponding credit

card organization in connection with the contract execution. All such data is only processed by the credit card organization to carry out the payment instructions of the Buyer. **The Buyer explicitly agrees with a passing on and use of his order and payment process data for the processing through the corresponding credit card organization.**

Furthermore, we are obliged to announce all relevant data of the Buyer to the shipping logistics company, so that we can deliver the ordered goods to the Buyer at the place of service. The Buyer explicitly approves of a processing of his order and payment process data through the logistics company.

At any time, the Buyer has the right to look at his data, which is kept by us. He can have the corresponding written documents sent to him or he can check and adjust his Buyer data himself online through our customer service. The Buyer also has the possibility to cancel his Buyer data at any time, unless current order requests are affected.

11. Revocation right

The Buyer has the right of revocation within two weeks after receipt of the delivery, unless the delivery consists of perishable products like food and drinks. The revocation right can be carried out in writing or by sending back the goods within two weeks after receipt of the delivery and does not require reasons. The Buyer is then no longer bound to the order. In both cases the Buyer is absolutely obligated to send back the goods. The delivered goods must be in the same condition as received by the Buyer. The returned goods must be sent to the Supplier's address, and the quality of the packaging must be sufficient. This is best provided for, if the Buyer uses a packaging, which corresponds to ours. For a return value up to Euro 40.00 (forty), the postage is at the Buyer's expense). Unpaid returns will not be accepted by us. Each bearing of risk is than at the owner's responsibility. Postage for consignments exceeding a return value of 40.00 (forty) will be reimbursed afterwards. Please enclose a corresponding stub or state the postal account or bank account.

The revocation regulation does not apply to the delivery of food and drinks.

12. Final terms

12.1. Arbitration/Place of jurisdiction/Applicable law

If disputes between the Buyer and the Supplier cannot be solved by mutual agreement, it is obligatory to call the arbitration panel of the Internet sales platform www.premiumsweet.com for settlement. The arbitration panel can reach decisions. The Buyer has the right in any case to accept the arbitration decision or to call a court of law. In that case, the current GTB and the contracts that were concluded based on the GTB, are subject to the **right at the domicile of the Buyer. The place of jurisdiction is also at the domicile of the Buyer.**

12.2. Copyrights

We reserve all rights for each website design, text and graphic, as far as these are with not the Operator of the Internet sales platform www.premiumsweet.com. The copying or reproduction, incl. the printout on paper of the complete website or parts thereof, will only be allowed for the purpose of placing an order with us or to use this website as a shopping resource. All trademarks, product names, company names, or logos quoted on the website are the sole property of the individual owner. We reserve the property rights and copyrights for illustrations, drawing, calculations and other documents, as far as these are not with the Operator. The Buyer needs our explicit written approval before passing them on to third parties.

12.3. Supplementary clause

Should individual regulations be or become ineffective, it does not touch upon the legal force of the remaining terms of this GTB. We reserve the right to make changes to the GTB at any time. For the individual purchase transaction those GTB are applicable, in which validity period the corresponding conclusion of the purchase transaction takes place. The GTB are released accordingly.

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