

GTC - GENERAL TERMS AND CONDITIONS

User: ChriMaLuxe GmbH
Saargemünder Str. 122
66119 Saarbrücken

The following General Terms and Conditions of Business are translated from German into English. A copy can be requested in digital or written format from the following email address: info@ChriMaLuxe-minerals.de. Alternatively you can download the GTC as a pdf file from the following link: "Our GTC". You will need a pdf reader, which you can download, free of charge here: "Acrobat Reader". The address for service for ChriMaLuxe GmbH can be taken directly from the invoice. In the event of the customer's GTC deviating from these, the following conditions apply.

"Preamble"

ChriMaLuxe GmbH (hereinafter: ChriMaLuxe) operates the web site, www.chrimaluxe-minerals.de on the internet for commercial purposes and on this web site offers its customers cosmetic items for sale.

1. Scope

1.1. These GTCs apply to all business relations between the customer and CHRIMALUXE. All agreements between CHRIMALUXE and the customer in relation to the contracts of sale are recorded in the GTCs and the sales contract.

1.2. Customer's conditions, which deviate from or conflict with these GTCs, are inapplicable and ChriMaLuxe hereby repudiates them, unless ChriMaLuxe has expressly acknowledged them. This repudiation shall also apply where the customer has referred to its own GTC and the services have been provided by ChriMaLuxe unconditionally.

2. Language of contract, order process and conclusion of contract

2.1. The languages of the contract shall be German and English. All offers are subject to confirmation as regards technical modifications and other modifications, such as in form, colour and /or weight of the product.

2.2. The customer can order from the Cosmetics Department of the online shop. When you have found the product you require, you can add this to the shopping cart without obligation by clicking on the "ADD TO SHOPPING CART" button. You can view the contents without obligation at any time by clicking on the "SHOPPING CART" button. You can remove the products again at any time before making your purchase by clicking on the "DELETE" button. If you wish to buy the products in the shopping cart, click on the "PROCEED TO CHECKOUT" button. Next you will be requested to enter your personal details, the shipping method and payment method selected and confirmation of acknowledgement of the customer information. You can cancel the order process at any time or conclude the purchase by clicking on the "PURCHASE" button.

2.3. Before the order is sent, you will be given the opportunity to check that the order is correct, especially as regards price and quantity and where necessary to correct it. For this purpose, just before the order is transmitted, the material contents of the contract such as product specification, total price and shipping / additional costs are made available to you in a clear and unambiguous manner. Furthermore the ordering process in the shop online is configured in such a way that it is clearly stated at the time of ordering that you are committing yourself to payment of the price. Clicking the "PURCHASE" button sends your order; by doing this you have made an offer to conclude a contract. It is only possible to send an order by clicking the "PURCHASE" button, when you have accepted these contractual conditions by activating the check-box provided and have thus made a legally binding order.

2.4. The presentation of the products in the online shop does not constitute a legally binding offer, but is a non-binding online catalogue, which invites customers to issue an offer. Once the customer has entered their personal details and has clicked the "PURCHASE" button in the concluding step of the order process, the customer has issued a binding order (offer in conclusion of a contract) concerning the goods or services contained in the shopping cart.

2.5. Confirmation of receipt of the order is issued by CHRIMALUXE immediately after the order has been sent. This still does not constitute an acceptance of the contract, unless the message contains both confirmation of receipt and acceptance of the order. A contract does not come into being until we have declared acceptance of the order either in writing (e.g. by confirmation of order) in textual form or by delivering the goods to the customer. Unless the order states otherwise, we are entitled to accept the contractual offer made to us by you, the customer, within five days.

3. Storage of text of contract

The text of the contract and the order data for online orders are made available prior to conclusion of the contract and can be printed out and saved by the customer. Once the order process is concluded, the text of the contract is stored by ChriMaLuxe in accordance with the provisions of the Federal German Data Protection Act and sent to you by e-mail, together with our GTC. Our General Terms and Conditions of Business can be consulted, both prior to and after the conclusion of the contract, through the "Our GTCs" link and can be downloaded or stored from there.

4. Prices and payment conditions

4.1. All prices, quoted by CHRIMALUXE as part of their Internet offer, are end consumer prices in Euros and as gross prices contain the statutory amount of value added tax. These prices are valid solely for orders in the context of e-commerce via www.chrimaluxe-minerals.de and are understood to be net of postage and packing.

4.2. The period of validity for limited-term offers can be found under "Special Offers". Despite careful stocking, it can happen that a promotional item is sold out more quickly than anticipated. Therefore we can give no guarantee of delivery. The offer is valid only while there are stocks available. If the offer purchase is valid and can be delivered, the price at the time of ordering is the valid price. Otherwise Point 5 of the GTC shall apply.

4.3. Goods ordered shall be delivered against pre-payment, credit card payment (Master-Card or Visa), Sofortüberweisung or PayPal. For payment in advance payment must be made seven days subsequent to conclusion of contract.

5. Delivery, delivery period, postage and packing

5.1. Delivery is currently within the EU and to certain countries outside the EU. Items will be sent through DHL or the German post office, Deutsche Post AG. Please see the product specification for delivery period.

5.2. Delivery is made within 3-5 days. The aforesaid delivery period begins with the pre-payment effective from the date of the customer instructing their credit institute to transfer the payment and in the case of payment by credit card payment (Master-Card or Visa), Sofortüberweisung or PayPal immediately on the day following the conclusion of the contract. The period ends on the 5th day thereafter. If the last day of the aforesaid delivery period falls on a Saturday or Sunday or on a public holiday recognised by the State of the place of delivery, the delivery period shall be extended until the next general working day.

5.3. When you order several different goods from us as part of a single order, for which separate delivery dates are given, we send these goods in one joint consignment. In this case the delivery period for the total consignment of goods is that, which applies to the item with the longest advertised delivery period.

5.4. Postage and package costs are charged for the delivery in accordance with our "Delivery Information". The price includes value added tax and shipping costs will be shown separately on the order summary, before you send off the order.

5.5. If a right to revocation in accordance with Section 6 is available to you and you have made effective use of the item under the statutory conditions, you can demand reimbursement of any costs already paid by you for standard shipping to you (despatch costs) Other consequences of revocation comply with Section 6.

6. Right of revocation

6.1. If you are a consumer, (in other words a natural person, who concludes a legal transaction for purposes, which cannot be predominantly attributed either to your commercial or to your independent freelance activity) you are entitled to a right of revocation in accordance with the statutory provisions.

6.2. If you make use of your right of revocation as a consumer in accordance with Point 1, you must bear the immediate costs of returning the goods.

6.3. The regulations, governing the right of revocation are reproduced in detail in the following

GUIDANCE ON REVOCATION

RIGHT OF REVOCATION

You have the right to revoke this contract within fourteen days without giving reasons. The revocation period is fourteen days from the day on which you or a third party nominated by you, who is not a carrier, have or has taken possession of the goods.

To exercise your right of revocation, you must notify

**ChriMaLuxe GmbH
Saargemünder Str. 122
D-66119 Saarbrücken
Telephone: + 49 (0)151 - 51912801
email: info@ChriMaLuxe-minerals.de**

making a clear statement (e.g. a letter sent by post, a fax or an e-mail) of your decision to revoke this contract. For this purpose you can use the attached specimen revocation proforma; however you do not have to do so.

To assert your right of revocation it is sufficient that you sent us notification of the exercise of the right of revocation prior to the expiry of the revocation period.

CONSEQUENCES OF REVOCATION

If you revoke this contract, we are obliged to refund to you all payments, which we have received from you, including delivery costs (with the exception of additional costs incurred, if you selected a type of delivery, which differs from the standard, cost-effective delivery method offered by us), without delay and at the latest within fourteen days of the day, on which the notification of your revocation was received by us. We shall use the same method for the refund, as you selected for the original transaction, unless otherwise expressly agreed with you; in no event shall payment of this refund be made to you in cash.

We can refuse to reimburse you until we have received the goods or until you have provided evidence that you have despatched the goods back to us, whichever is the earlier.

You must return the goods to us or surrender them without delay and in every case within fourteen days at the latest from the date, on which you notified us of the revocation of this contract. The time-limit is observed, if you despatch the goods prior to the expiry of the period of fourteen days. You shall bear the immediate costs of returning the goods. You must compensate us for any loss in value of the goods, if this loss in value can be traced to unnecessary treatment by you of the goods to test their quality, properties and mode of operation.

EXCLUSION OF RIGHT OF REVOCATION

The right of revocation shall not exist in contracts

- for the supply of goods, which are not pre-assembled and for the manufacture of which the individual selection or designation by the consumer is substantial or goods have been clearly custom-made to the personal requirements of the consumer,**
- for the supply of sealed goods, which for reasons of protection of health or hygiene are not suitable for return, if the seal has been removed after delivery,**
- for the supply of goods, if these have been mixed inextricably by virtue of their properties and condition with other goods.**

END OF GUIDANCE ON REVOCATION

7. Retention of title

If, by agreement with the customer, a delivery is made other than against pre-payment, the title to the goods delivered shall pass to the customer only on payment in full of the purchase price. While CHRIMALUXE remain proprietors of the goods, the customer is obliged to notify CHRIMALUXE without delay, if third parties assert rights of any kind whatsoever.

8. Warranty, guarantee

8.1. We accept liability for material defects and defects of title in goods supplied in accordance with the statutory provisions, in particular §§ 434 et seq. German Civil Code, unless otherwise provided in the following. The statute of limitations for statutory claims for defects is two years and begins with the handover of the goods.

8.2. Any warranty is excluded for defects as a consequence of incorrect (third party) assembly, incorrect use of the goods or their accessories or wear and tear resulting from excessive stress.

8.3. Any sales guarantee whatsoever given by CHRIMALUXE for specific items or manufacturers warranties granted for items specified by the manufacturer shall stand alongside claims for material defects or defects in title within the meaning of point 8.1. Details concerning the scope of such guarantees can be found in the Guarantee Conditions, which are enclosed with the goods or which are provided in the product specification. In cases of doubt the simple presentation of the item on the website is to be regarded purely as a description of the service and is no way deemed to be a guarantee of the properties and condition or shelf life of the goods.

9. Customer service/ customer complaints

Should you have queries about our products or exceptionally even complaints, please contact CHRIMALUXE at the address given in Company Details/Legal Information. You may also communicate enquires and complaints to us by telephone or by email.

10. Data Privacy

We process personal data in accordance with the statutory provisions, in particular the EU General Data Protection Regulation and the Federal Data Protection Act. You can find more information on processing in our Privacy Policy.

11. Liability

11.1. We are liable to you in all cases of contractual and non-contractual liability in the event of intent and gross negligence in accordance with the statutory provisions for damages or reimbursement of futile expenses.

11.2. In other cases, we shall only be liable - unless otherwise agreed in para. 11.3 - in the event of a breach of a contractual obligation, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which you as a customer may regularly rely (so-called cardinal obligation), limited to compensation for the foreseeable and typical damage. In all other cases, our liability is excluded subject to the provision in para. 11.3.

11.3. Our liability for damages arising from injury to life, body or health and under the Product Liability Act shall remain unaffected by the above limitations and exclusions of liability.

12. Final Provisions

12.1. The law of the Federal Republic of Germany applies to this contract between parties to the contract domiciled in Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. If you have submitted the order as a consumer and at the time of your order you have had your residence in another country, the application of mandatory laws of this country is not affected by the choice of law made in clause 1.

12.2. Place of jurisdiction is 66119 Saarbrücken, insofar as the customer is a merchant, legal person under public law or a special fund under public law or has no registered office in Germany. By way of derogation CHRIMALUXE shall also be entitled to assert claims at the place of general jurisdiction of the customer. Any sole Court of jurisdiction whatsoever shall remain unaffected.

12.3. In the event that one of these terms and conditions of business is invalid, the validity of the remaining provisions shall remain unaffected. The parties to the contract shall endeavour in place of the invalid provision to agree another provision, which comes closest in technical, economic and financial respects to the invalid provision.

12.4. Dispute resolution: The EU Commission has created an internet platform for online dispute resolution. The platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online sales contracts.

More information is available at the following link: <http://ec.europa.eu/consumers/odr>. We are neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.

Dated: December 2020