

## General Terms and Conditions

of  
WoodHeroes GmbH Puchstraße 17 8020 Graz Austria  
Managing Director: Michael Leipold Version: April 2015

### 1. Scope

These General Terms and Conditions (hereafter "T&C") of WOODHEROES GmbH Wooden Toy Manufacturing (hereafter "WOODHEROES") are valid for all services which WOODHEROES provides as a contractor for private and commercial customers. Henceforth, any prior T&C cease to be valid. The T&C apply in the version that is valid at the time of ordering.

By placing an order/assignment, the customer agrees to comply with these T&C. These T&C apply to all future business relations, even without express agreement being repeated.

Changes and amendments to these T&C as well as oral agreements which deviate from the content of these T&C are only valid after the written confirmation of WOODHEROES. WOODHEROES expressly objects any general or purchase terms and conditions of the customer. General terms and conditions presented by the customer which deviate from these T&C are not valid, unless such an exception has been expressly agreed on in writing.

According to the Austrian Consumer Protection Law, for sale/delivery to consumers the T&C are valid as far as the Austrian Consumer Protection Law does not foresee other obligatory conditions.

### 2. Contractual language

The contractual language is German. All other information, customer services and complaint management are offered in German language.

### 3. Applicable law, court of jurisdiction, place of contractual fulfilment

These T&C and the contracts to be concluded according to these T&C are subject to Austrian substantive law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). So far as the transaction is not subject to Austrian Consumer Protection Law, the parties agree on Graz as the sole court of jurisdiction. The place of contractual fulfilment for delivery and payment is the registered office of WOODHEROES.

### 4. Closing of a contract and contractual object

All offers by WOODHEROES are invitations to the customer to submit a purchase offer. All offers by WOODHEROES are non-binding. The customer's order/assignment is considered a binding offer to conclude a contract for the ordered goods.

It is only possible to place an order/assignment if the customer details are specified in full. The contract is only legally binding after a written order confirmation has been sent by WOODHEROES or upon actual delivery to the customer. WOODHEROES reserves the right for partial delivery as well as billing thereof. Delivery is only made to customers with a billing and delivery address in Austria. Deliveries outside of Austria are only made upon special request.

Insignificant changes to and/or deviations from the order are considered to be reasonable and accepted by the customer beforehand so long as they are objectively justifiable. WOODHEROES aims to process and prepare orders for dispatch as quickly as possible, and/or to inform the customer about the fact that an ordered good might not be available.

### 5. Price, dispatch costs, payment conditions and default of payment

All prices are stated in Euro and exclude VAT and any possible dispatch and insurance costs. The prices current at the time of ordering/assignment are valid. WOODHEROES expressly reserves the right to change prices after the order/assignment but before concluding the contract ex parte. Should that be the case, WOODHEROES will submit to the customer a new non-binding offer which will only become effective subsequent to confirmation by the customer. Price changes after conclusion of a contract are inadmissible.

The customer must bear any dispatch costs. The exact cost of dispatch depends on the kind of delivery. For a direct sale from WOODHEROES to a customer, there are no dispatch costs.

Generally, all goods must be paid in full ex ante. However, should deviating payment options have been agreed expressly and in writing, payment is due within seven days after billing at the latest; the same is valid for partial bills. Payments must be effected in the currency agreed and are only considered effected after receipt of payment on WOODHEROES' bank account.

The customer is not authorised to retain or to offset payment due to (alleged) warranty claims.

Payments are always credited to the oldest, outstanding bills.

Upon default of payment, default interest of the legal amount (for transactions between companies, however, expressly 9.2% above the respective base rate of the Austrian National Bank) will be charged beginning with the due date of the bill. Furthermore, a € 40.00 compensation for execution costs will be charged in case of default payment. Order cancellation is only possible with the express written agreement of WOODHEROES.

### 6. Conditions of delivery

Once a contract has been concluded, WOODHEROES will realise the order/assignment without unnecessary delay; however, delivery dates and periods are non-binding. The delivery of goods is carried out ex stock to the delivery address stipulated by the customer using due diligent modes of dispatch (post, delivery service, etc.).

### 7. Transfer of risk

The risk transfers to the customer when the product is handed to and/or accepted by the customer and/or the person chosen for the dispatch to the customer. This is also effective if carriage-free delivery has been agreed upon. If the dispatch/acceptance is delayed or becomes impossible without this being the fault of WOODHEROES, the risk transfers to the customer upon notice of readiness for dispatch/acceptance. All shipments, including returns, travel at the risk of the customer. Insurance against dispatch risks of all kinds are only made on the customer's expressed and written request and at the cost of the customer.

### 8. Reservation of proprietary rights

All delivered goods continue to be the property of WOODHEROES until all present and future accounts from the business relation, including interest, unauthorised discounts or deductions retained by the customer that are not accepted by WOODHEROES, resultant costs and so forth – for whichever legal reason – have been paid. As long as the

reservation of proprietary rights exists and not all accounts have been paid in full, the customer commits to handle the goods with care and to comply with due diligence. Hypothecation or chattel mortgage is excluded before payment has been made in full. Should the goods be hypothecated or confiscated or accessed by a third party in any other way, the customer must identify the property of WOODHEROES, immediately inform WOODHEROES and forward all information and documents necessary to enforce the proprietary right to WOODHEROES.

### 9. Guarantee:

The customer must check the completeness of the delivered, assembled or built products and their conformity with the order immediately after receipt/acceptance. Obvious defects must be claimed in writing with a detailed description of the defect immediately after receipt/acceptance; defects noticeable after proper examination must be claimed in writing within eight days from the receipt/acceptance; and other defects within a week of their discovery. Should there be no claim, acceptance is considered to be effected and any guarantee is excluded, as long as the customer is not a consumer according to the Austrian Consumer Protection Law.

In case of a proper claim and/or in case of a contract with a consumer the general conditions of the Austrian Guarantee Law apply; according to which the customer must immediately return the defect goods and WOODHEROES has the right to amend or exchange them. Only if the correction or the exchange is impossible or linked with a disproportionately high effort for WOODHEROES or if WOODHEROES does not or does not within an appropriate period exchange or amend the goods, is the customer entitled to a reduction in price or redhibition (total annulment of contract). The customer is not entitled to redhibition for minor defects.

### 10. Right of withdrawal

Customers who are considered consumers according to the Austrian Consumer Protection Law may withdraw from the contract without stating any reasons within 14 days from the delivery of the goods if the contract has been concluded using one or more telecommunication media (e.g. email, fax, telephone). Cancellation is not bound to a specific form. The withdrawal period is considered kept if the cancellation is sent within the period.

There is no right of withdrawal according to the Austrian Consumer Protection Law for contracts on goods which are manufactured according to a customer's specifications or which are tailored to individual needs.

Should a consumer withdraw from the contract, they are immediately obliged to return the received goods. Should the goods have been used by the consumer, WOODHEROES must be paid an appropriate fee for the use, including a reimbursement for the resultant decrease in the overall value of the product; whereas the sole acceptance of the product by the consumer is not in itself considered as depreciation. The consumer is expressly obliged to bear the costs and dispatch expenses connected with the return of the goods him/herself.

Goods must be returned to:

WoodHeroes GmbH Puchstraße 17 8020 Graz Austria

### 11. Liability

WOODHEROES is not liable for any specific result; WOODHEROES is liable solely for any gross negligent breach of duty, and this liability does not exceed the common value of the goods ordered by the customer. Furthermore, WOODHEROES is only liable for typical and predictable damages, i.e. for such damages which WOODHEROES could reasonably anticipate at the time of the conclusion of the contract due to the circumstances known at that time.

Claims from subsequent damages (from defects) as well as damages against which the customer can be insured or which can be controlled by the customer, from other, indirect damages or losses or loss of profit as well as general financial losses, especially due to defective, omitted or delayed delivery are expressly excluded.

Any claims for damages to which the customer is entitled according to these conditions lapse in twelve months; indemnification according to the Austrian Product Liability Law complies with the legal statute of limitations. Recourse liability according to § 12 of the Austrian Product Liability Law is excluded, unless the claimant proves that a mistake has been caused by or at least is the result of gross negligence on the part of WOODHEROES.

Specifically, WOODHEROES is not liable for damages resulting from swallowing of consumables or improper use.

### 12. Force majeure

Force majeure or other unpredicted hindrances on the part of WOODHEROES release the company from the fulfillment of the agreed responsibility. Particularly considered as force majeure are operational disruptions and traffic congestions, improper delivery by sub-suppliers, interruption of transport or discontinuation of production; WOODHEROES is freed of the obligation to perform for the duration of the previously stated hindrances without the customer being entitled to a price reduction or any other indemnification.

### 13. Data security, advertising and change of address

According to the conditions of the Austrian Data Security Law, we expressly inform you that in order to execute the respective contract names, addresses, telephone and fax numbers and email addresses as well as the payment modalities of WOODHEROES' customers are stored on a data storage medium for automated support (accounting, customer directory). We do not pass on customer details to third parties unless this is absolutely necessary to execute an order.

The customer agrees to regularly receive information about products by WOODHEROES either via email or via post. Should the customer not wish to receive such information, they can revoke the agreement with an informal message at all times.

The customer is obliged to immediately notify WOODHEROES of any change in address. Should the customer not do so, they must bear any additional costs caused by this. Statements are considered received if they were sent to the last known address.

### 14. Copyright

Plans, drafts or other technical documents as well as samples, catalogues, brochures, drawings and so forth always remain the intellectual property of WOODHEROES; the customer does not obtain any exploitation or patent rights of any nature whatsoever.

### 15. Severability clause

The invalidity or partial invalidity of any clause of these T&C does not affect other remaining clauses. The invalid clause will be replaced by an economically equivalent or similar but admissible clause.