

**General Terms and Conditions of varistyle e.K.
valid from 2008-11-01**

1. General Terms

All transactions in connection with varistyle e.K. are subject to the General Terms and Conditions of varistyle e.K. These Terms and conditions are rendered to be accepted by the customer when placing an order. This shall also apply to cases where varistyle e.K. has not expressly and/or immediately objected to deviating terms of the customer (e.g. the conditions for purchasing). Any deviations from the following provisions, in particular due to verbal agreement or subsidiary arrangements, are subject to the written approval of varistyle e.K. The placement of an order by the buyer and the payment by the customer, which will initialise the production of the customised specimens, constitute the grounds for a contract between the buyer and varistyle e.K. Once the order is placed it is irrevocable for the customer. Varistyle e.K. will not warrant for possible deviations of the product features in regard to the colour or structure from drafts or photo masters in the internet, because such may occur due to the technical circumstances.

2. Quotations/ Placement of Orders

Quotations by varistyle e.K. are principally non-binding and subject to confirmation. They are, if not agreed otherwise, valid for a maximum duration of four weeks from the date of the quotation onwards. The issue of a new quote will render all foregoing quotes to be invalid, with the exception that the quote represents an additional quote to an already existing quotation.

3. Intellectual Property Rights

All rights regarding the drafts supplied by the customer himself with the varistyle, the configurator, or other photo masters will remain in the property of varistyle e.K. Varistyle e.K. reserves its right to use these for promotional self-marketing purposes and undertakes not to use them in their commercial collection, to protect their status as unique specimens.

All intellectual property rights and rights of use in regard to drafts and photo masters designed by varistyle e.K. or specimens, resulting from contracts restricted to the design of a layout will remain with varistyle e.K. and may not be duplicated or copied without prior written consent by varistyle e.K.. The details and advice issued for the concept phase should be followed with greatest care by the customer, as varistyle e.K. will not warrant for any design errors. The warranty for motives that were designed to the request of the customer will remain with the customer, should there be any violation of the right of use of third parties. In case that varistyle e.K. produces wallpaper or wallcovering from data files designed by the client, all property rights remain in the property of the client. Varistyle e.K. has the right to use these designs for promotional self-marketing purposes. In this case, the designer has to be named.

4. Placing Orders and Terms of Payment

All individual orders customised to the specifications of a customer must be paid to the full amount of the purchasing price in advance. Orders will not be conducted until the receipt of payment has been confirmed. varistyle e.K. is not obligated to commence with production before the receipt of the complete payable amount, unless this has been agreed upon between varistyle e.K. and the customer in writing beforehand.

The prices agreed upon are fixed and are exclusive of VAT, postal charges or freight costs. varistyle e.K. reserves its right to amend the prices for its services at its own discretion.

5. Terms of Delivery

The time of delivery for regular wall paper will normally be 21 workdays. The time of delivery for custom-made products will be fixed in writing beforehand. In case of a delay the customer is obliged to grant varistyle e.K. an appropriate extension of time before claiming damages for default. All cases of force majeure or similar cases of unpredictable events, such as interruption of production, fire or flooding, accidents during shipping etc. will relieve varistyle e.K. from its obligation to deliver for the time of the obstruction. This shall also apply, should suppliers of varistyle e.K. default. Apart from cases caused by gross negligence, claims due to delivery default are expressly excluded. The buyer undertakes to accept/receive the ordered goods. In case the customer refuses to accept the delivery of the goods in spite of having duly ordered them, varistyle e.K., after a respite of 14 days, may either rescind from the contract or claim damages for default. Whether they are in writing, by telephone or transmitted electronically, the customer is responsible for wrong deliveries due to wrongly stated or transmitted data.

6. Despatch Conditions

The goods will be packed customary to the trade and with utmost care and delivered ex factory. Varistyle e.K. will not bear any responsibility for loss or damages during or in the event of transport. Any according claims are to be addressed against the freight company. This is the reason why the buyer is obliged to control the goods before accepting them. Freight insurance will only be closed upon request and at the expense of the customer. Although deliveries will be delivered on the whole if possible, part deliveries are allowed. The mode of despatch is at the sole discretion of varistyle e.K..

7. Claims and Liability

Before further processing and mounting the goods must be checked and compared. Complaints will only be accepted within 8 days upon receipt and before further processing or mounting. In warrantable cases varistyle e.K. will retract goods, but in no case grant damages. The only qualified claims are to be the redhibition of the contract or a compensation delivery. Slight colour deviations, due to production circumstances, are not to be considered a qualified reason for a complaint. There is no warranty that wall paper from different production series will match exactly and can be processed together. Colour equality can only be guaranteed for goods with the same production serial number. Before further processing the manual of instructions must be followed very closely, because varistyle e.K. will not take over any responsibility for application errors.

8. Right of return

All our print products are individually produced and therefore not to return to varistyle e.K.

9. Colour

It is expressly pointed out, that the actual colour of the print result may deviate from the presentation on computer display screens. The colours, printed on the varivall® colour scale, can only show an approachment to the final colours. Technical wise, the colours may differ from the colour scale.

10. Data Protection

It is pointed out, that any personal data collected in the course of the business relation of any customer, or any other third party, with varistyle e.K. will be treated according to the German Data Protection Act.

11. Jurisdiction

The place of jurisdiction for the settlement of disputes arising out of this agreement is Düsseldorf. The German law shall be applicable to this agreement.

12. Final Clause

Should any provisions of this agreement be ineffective or void, this shall not affect the remaining provisions of the agreement.