

Revocation form

Sample revocation policy

If you wish to withdraw from the agreement, please fill out this form and return it to us.

To: **Zwiesel Kristallglas AG**
Dr.-Schott-Straße 35
94227 Zwiesel
Fax: 09922-882-111
Email: onlineshop@zwiesel-kristallglas.com

Herewith, I/we(*) revoke the agreement for the purchase of the following goods/

rendering of the following service concluded by me/us(*):

.....
.....
.....

(Designation of goods; number of goods; order number, if applicable; total price of the goods)

Ordered on: Received on:

.....

(Date)

(Date)

Personal information:

First name, family name:

Address:

.....

Date:

Signature of the customer

(only for written revocation)

Vorsitzender des Aufsichtsrates:

Prof. Dr. Klaus Trützschler

Vorstand:

Dr. Robert Hartel (Vorsitzender)

Dr. Andreas Buske

HRB 003

Registergericht:

Deggendorf



Revocation policy

Right of revocation

You may revoke this agreement within fourteen days without giving any reasons. The revocation period is fourteen days from the date on which you or a third party specified by you who is not the transporter have/has taken possession of the goods. If goods ordered in one order are delivered separately, the revocation period is fourteen days from the date on which you or a third party specified by you who is not the transporter have/has taken possession of the last goods. In order to exercise your right of revocation, you are to inform us,

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by means of an unequivocal statement (e.g. a letter sent via post, telefax or email) about your decision to withdraw from this agreement. You can use the sample revocation form attached but are not obliged to do so. Dispatching the notification of exercise of the right of revocation before expiry of the revocation period is deemed sufficient for compliance with the revocation period.

Consequences of the revocation

If you withdraw from this agreement, we shall reimburse you all payments that we have received from you including the costs of delivery (except for additional costs generated by your selection of a type of delivery other than the inexpensive standard delivery offered by us) immediately and not later than within fourteen days from the date on which we have received your notification of revocation of this agreement. In days from the date on which we have received your notification of revocation of this agreement. For this reimbursement, we use the same means of payment that you have used for the original transaction unless we have explicitly agreed otherwise with you; in any case, you will not be charged any fees in connection with this reimbursement.

We can refuse the reimbursement until we have received the goods back or until you have provided evidence that you have sent the goods back, whichever is earlier. You shall send the goods back or return them to us immediately and in any case not later than within fourteen days from the date on which you inform us about the revocation of this agreement. The period is complied with if you send the goods prior to the expiry of the period of fourteen days. The costs of returning the goods are borne by us. You are only liable for any loss of value of the goods if such loss of value is due to any handling of the goods which is not required for examination of the quality, properties and functioning of the goods.

End of the revocation policy

Vorsitzender des Aufsichtsrates:
Prof. Dr. Klaus Trützschler

Vorstand:
Dr. Robert Hartel (Vorsitzender)
Dr. Andreas Buske
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Terms and Conditions of Sale and Delivery

Section 1 Area of applicability

The business relationship between Zwiesel Kristallglas AG (Zwiesel) and the customer (Customer) is exclusively governed by the following General Terms and Conditions of Business (GCT) in the version valid at the time an order is placed. Deviating terms and conditions of the customer are not accepted unless the provider expressly approves such terms and conditions in writing.

The customer is a consumer if the purpose of the deliveries and services ordered cannot be attributed to his/her commercial or independent professional activity.

By contrast, an entrepreneur is a natural person, legal entity or partnership with legal capacity acting in exercise of its commercial or independent professional activity upon conclusion of the agreement.

Section 2 Conclusion of the agreement

The agreement is solely concluded in the German language.

The customer can select products from the product range of Zwiesel and place them in a shopping cart via the "Shopping cart" symbol. By clicking the "Buy" button, the customer places a binding purchase order for the goods in the shopping cart. Prior to sending the order, the customer can change and see the data in the order overview and correct errors at all times. The order, however, can only be sent and placed if the customer has accepted these terms and conditions of agreement by clicking the "Accept GTCs" button, thereby including them in his/her request.

Via the print function of the browser or via this link, the customer can view the GTCs and save them in a reproducible form at all times. The text of the agreement including these GTCs is stored upon conclusion of the agreement.

After placement of the order, Zwiesel will send the customer an automatic acknowledgement of receipt via email in which the customer's order is listed again and which the customer can print by clicking the "Print" function. The order acknowledgement is not deemed acceptance of the customer's order but shall solely inform the customer that the order has been received by Zwiesel. A purchase contract is only deemed to have been concluded when Zwiesel makes a declaration of acceptance which is sent in a separate email (order acknowledgement) or if the ordered products are sent to the dispatch address.

Section 3 Revocation policy for consumers

Right of revocation

You may revoke this agreement within fourteen days without giving reasons. The revocation period is fourteen days beginning on the date on which you or a third party specified by you who is not the transporter have/has taken possession of the goods. If goods ordered in one order are delivered separately, the revocation period is fourteen days from the date on which you or a third party specified by you who is not the transporter have/has taken possession of the last goods.

In order to exercise your right of revocation, you must inform us by means of an unambiguous statement (e.g. a letter sent via post, fax or email) about your decision to withdraw from this agreement. You can use the sample revocation form which is attached for this purpose but you are not obliged to do so. The timely dispatch of notification of revocation before expiry of the revocation period is deemed sufficient for compliance with the revocation period.

Please send the letter, fax or email to:

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Dr.-Schott-Straße 35
94227 Zwiesel
Fax: 09922-882-111
Email: onlineshop@zwiesel-kristallglas.com

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Vorstand:
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Consequences of revocation

If you withdraw from this agreement, we shall reimburse you for all payments that we have received from you including the costs of delivery (except for additional costs for a type of delivery other than the least expensive standard delivery offered by us) immediately and not later than fourteen days from the date on which we have received your notification of revocation of this agreement. For this reimbursement, we will use the same means of payment that you have used for the original transaction unless we have explicitly agreed otherwise with you; you will not be charged any fees in connection with this reimbursement.

We may refuse reimbursement until we have received the goods or until you have provided evidence that you have returned the goods, whichever is earlier. You shall send the goods back or return them to us immediately and in any case not later than fourteen days from the date on which you inform us about the revocation of this agreement. The period is deemed complied with if you send the goods prior to the expiry of the period of fourteen days. The costs of returning the goods will be borne by us. You are only liable for any loss of value of the goods if such loss of value is due to any handling of the goods which is not required for examination of the quality, properties and functioning of the goods.

Section 4 Delivery and availability of goods

Unless otherwise agreed, orders and deliveries are only possible within Germany and Austria.

Delivery will be made to the specified delivery address of the customer.

Section 5 Due date and payment

The prices stated upon placement of the purchase order are applicable.

All prices are inclusive of statutory value added tax.

In case of a revocation, the seller shall bear the costs of return. The supplied and prepaid address sticker is to be used. This address sticker can be requested by the purchaser at all times. If the return is effected freight collect by the purchaser without using the address sticker, the purchaser will bear the additional costs in this respect.

The relevant costs of dispatch are indicated to the customer in the order form and are to be borne by the customer.

The goods are dispatched by mail. The risk of dispatch will be borne by Zwiesel if the customer is a consumer.

The purchase price will become due upon conclusion of the agreement.

If the customer is in default of payment, Zwiesel is entitled to charge default interest in the amount of 5 percent p. a. above the base interest rate. If Zwiesel has sustained higher damages due to the delay, Zwiesel may claim such damages.

Section 6 Retention of title

The delivered goods remain the property of Zwiesel until paid for in full.

Section 7 Warranty for defects, damages

Zwiesel is liable for material defects according to the legal provisions applicable in this respect, in particular Sections 434 et seqq. BGB [*Bürgerliches Gesetzbuch* = German Civil Code]. Towards entrepreneurs, the warranty obligation for products delivered by Zwiesel is 12 months.

Any further warranty for the goods delivered by Zwiesel is only given if such warranty is explicitly acknowledged for the relevant article in the order acknowledgement.

Any claims for damages of the customer are excluded. This does not apply to claims for damages by the customer for injury to life, body or health or violation of essential contractual obligations (obligations that must be met for the proper performance of the agreement and on whose compliance the customer regularly relies on and may rely on) and liability for other damages based on an intentional or grossly negligent violation of obligation of the provider, its legal representatives or vicarious agents. Essential contractual obligations are obligations that have to be met in order to achieve the objective of the agreement.

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If essential contractual obligations are violated, the liability of the provider is limited to foreseeable damage typical of the agreement if caused by slight negligence except in case of claims for damages by the customer for injury to life, body or health.

The limitations of para. 3 and 4 also apply in favour of the legal representatives and vicarious agents of the provider if claims are asserted directly vis-à-vis the provider.

The provisions of the German Product Liability Act remain unaffected.

Section 8 Data protection

In connection with the handling of orders, Zwiesel collects customer data. Zwiesel complies with the provisions of the German Federal Data Protection Act and the Telemedia Act. Each instance of collection, processing or use of data which is not required for the handling of orders or the use and charging of teleservices is subject to the customer's consent. This requirement of consent applies in particular to the utilization of data for advertisement, market and opinion research purposes.

The customer may at all times retrieve the data stored in his/her profile, change the profile or delete data by clicking the button "MY ACCOUNT".

Furthermore, concerning the customer's declarations of consent and further information on data collection, processing and utilization, we refer to the privacy statement which may be retrieved at any time in printable form on the website of the provider by clicking the button "Data protection".

Section 9 Final provisions

Contracts concluded between Zwiesel and its customers are governed by the laws of the Federal Republic of Germany; the United Nations Convention on the International Sale of Goods (CISG) shall not apply.

If the customer is a merchant, a legal entity under public law or special funds under public law, the place of jurisdiction for all litigation arising out of contractual relationships between the customer and the provider shall be the provider's place of business.

The legal invalidity of individual provisions shall not affect the validity of the remaining parts of the agreement. The invalid provisions shall be replaced by the legal provisions, if such provisions exist. If this constitutes an unreasonable hardship for one of the parties to the agreement, however, the agreement will become completely invalid.

Section 10 Address / imprint

(information according to Section 5 of the Telemedia Act)

Zwiesel Kristallglas Aktiengesellschaft
Dr.-Schott-Straße 35
94227 Zwiesel
Phone: 09922-98-111
MO - FR from 8.00 a.m. to 4.00 p.m.
Fax: 09922-882-111
Email: onlineshop@zwiesel-kristallglas.com

represented by the Board:
Dr. Robert Hartel (Chairman)
Dr. Andreas Buske

Chairman of the Supervisory Board:
Prof. Dr. Klaus Trützschler

based in Zwiesel

registered in the commercial register of the Local Court of Deggendorf under the number H.R.B. 003
VAT ID no. according to Section 27 a VAT Act: DE811120288

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