

Terms and condition for private customers

The following represents a careful translation of the original, German language, terms and conditions text "Allgemeine Geschäftsbedingungen für Privatkunden". The translation tries to transport the meaning of the original as accurate as possible. However, for legal reasons, the only valid version of the terms and conditions is the German language original and therefore the legal language for all contracts according to the scope of this document is German.

§ 1 Scope of terms and statement of identity

General terms and conditions for private customers via the online shops of

tyaro.com ecommerce & retail
Christian Ahuis & Michael Badelt GbR
Am Römerkastell 14
61184 Karben
Germany
(referred to as "vendor" from this point).

The vendor is a certified member of the Trusted Shops Alliance (for santasdecoshop.de), agrees to and acts in accordance to their code of conduct (more details at www.trustedshops.de/shopbetreiber/qualitaetskriterien.html)

Service-Hotline: +49 (0) 6039 4799988 (Mo to Fr 1000 - 1700 (CET), except national holidays)
E-Mail: service@tyaro.com

Business customers and retailers will please contact the vendor directly for individual sales agreements.

§ 2 Conclusion of contract

- § 2.1 The product pages in the shop are intended as offers to the conclusion of a sales contracts. By clicking the button [Submit Order] a formal buy request is instated. All sales made via the online shops are for private use and purposes only and will only be sold in quantities corresponding to this associated scope of use.
- § 2.2 Order acceptance by the vendor can be expressed either by sending an order acceptance email or by shipment of the ordered products. The confirmation email that is being sent after the order has been submitted to the shop system does not constitute a formal order acceptance and is for information purposes only
- § 2.3 Should an order acceptance by the vendor include printing or writing mistakes or should the price of an item be incorrect due to a technical error, the vendor may withdraw the order acceptance but is obliged to prove the error. Payments that may have already been received by the vendor will be reimbursed immediately.
- § 2.4 Language for all legal contracts is German.

§ 3 Prices

- § 3.1 All prices found on product pages of the online shops are including German national value added tax (VAT) and other pricing components but excluding shipping costs.
- § 3.2 Exemption to §3.1: Customers from countries outside the European Union will see prices without value added tax (also excluding shipping costs) if they are logged in using their corresponding customer account (if existent). The relevant profile value for this function is the "ship to" address, if different from "bill to" address.

§ 4 Shipping costs

- § 4.1 The shipping costs and the corresponding calculation base can be viewed via the page "Shipping and Charges" of the respective online shop.
- § 4.2 In addition to the information according to § 4.1 the shop system offers integrated individual help with the calculation of shipping costs. If an item is being put into the cart, the shop system will immediately display the shipping costs for the total value of the cart for shipping to national German addresses. If the customer has a shipping address in a different country, the system will correct the shipping costs automatically after that country has been selected during the checkout process. For this feature to work it is NOT necessary to register an individual account with the shop system. Customer who do have an individual account, will however see the correct shipping costs for their country immediately upon placing an item in the cart, while they are logged in with their account. Until the order is being sent by clicking the "Submit Order" button, the checkout process can be abandoned at all times and no order will be placed.
- § 4.3 When choosing shipment using "Cash on Delivery" as the method of payment (available only for German delivery addresses), there will be a charge of 2 EUR in addition to the costs according to § 4.1 upon receipt of the order which is being charged directly by the delivering company (in this case DHL). There are no additional taxes or cost associated with this charge.

§ 5 Delivery terms and terms of prolonged delivery (Selbstbelieferungsvorbehalt)

- § 5.1 The vendor delivers to all countries listed on the page "Shipping and Charges" of the corresponding online shop.
- § 5.2 The delivery time, unless specified otherwise on the product page, is 3-6 days, respectively 3-6 days after payment receipt if "cash in advance" or "PayPal" has been selected as the method of payment (valid for countries within the European Union).
- § 5.3 Should the delivery of the order still fail after two attempts or should a "Cash on delivery" order not be picked up at the post office or automated package station (Germany only), the vendor may cancel the order. Payments that may already have been received will be reimbursed immediately.
- § 5.4 Should an ordered item not be available because the vendor has not been supplied with it by it's own sources due to reasons beyond the vendor's control, the vendor may cancel the order. In such case the vendor will immediately inform the customer and is allows to offer a comparable product, if available. If the exchange for a comparable product is not agreed upon or not possible, payments that may already have been received will be reimbursed immediately.

§ 6 Terms of payment

- § 6.1 Payment is accepted either via cash in advance, cash on delivery (Germany only), credit card or PayPal.
- § 6.2 If "cash in advance" is selected the vendor will sent the necessary banking details with the information email that is being generated after an order has been submitted. The balance due for the order is to be issued to the vendor's bank account within 7 days. When payment by credit card is selected, the balance due amount will be billed to the card upon shipping of the order.
- § 6.3 Should a customer be late with a payment the balance due will become subject to an interest rate of 5% above the base lending rate. The vendor reserves the right to document and charge a higher damage then the aforementioned.

- § 6.4 The right to appeal is only granted to a customer, if the corresponding counterclaims have already been effectively confirmed by court, are indisputable or have been acknowledged by the vendor in writing.
- § 6.5 A retention of goods is only allowed if the corresponding claims are directly related to the same contractual agreement.

§ 7 Conditional sale terms

All items sold remain the sole property of the vendor unless full payment has been received. Until this point all items must not be pawned, be subject to a chattel mortgage, be processed or changed without the vendor's prior written consent.

§ 8 Right of withdrawal

§ 8.1 Customers have a 14 day right of withdrawal. The term customer shall be defined as a person acting solely for private use and purposes and not on behalf of any type of business or corporation.

Definition of right of withdrawal

Right of Withdrawal

Customers have the right of withdrawal of their contract within a time frame of 14 days without having to specify any particular reason. This right may be executed in written form (i.e. letter, fax, email) or by sending back the corresponding goods. The 14 day time frame starts after this instruction has been received in a written form but not before the goods have been received by the customer (in case of the recurring delivery of similar goods not before receipt of the first delivery) and not before the vendor has fulfilled its informational duties according to article 246 § 2 in conjunction with § 1 par 1 and 2 EGBGB and its duties according to § 312e, par. 1 sentence 1 BGB in conjunction with article 246 § 3 EGBGB. To protect the 14 day time frame for the utilization of the right of withdrawal it is sufficient to state the execution of this right or send back the goods before the expiration of this time frame. The statement or goods have to be addressed to:

tyaro.com ecommerce & retail
Christian Ahuis & Michael Badelt GbR
Am Römerkastell 14
61184 Karben
Germany

Fax: +49 (0) 6039 4799989

E-Mail: service@tyaro.com

or the corresponding service address of the individual shop frontend i.e. service@coastershop.de or service@santasdecoshop.de

Withdrawal consequences

In case of an effective withdrawal the mutual received benefits (i.e. payment and/or goods) have to be returned and any utilization that may have occurred (i.e. interests, use) have to be reimbursed. If received goods can not be returned at all or only in a value reduced state, the customer may have to compensate for the reduction. This however does not apply if the reduction in value is directly related to a common inspection of the goods that could have been performed at or would be comparable to an inspection of the item in a physical store. Furthermore, the obligation to compensate for a reduction in value can be avoided if customers use the goods only in the way they are meant to be used and use them as if they were their own and avoid anything that may affect its value.

Goods that are suitable for mail or parcel shipment may be sent back at the vendor's risk. The customer has to bear the expenses if the price of the returned goods does not exceed 40 EUR or if the customer has not yet complied to all obligations related to the contract i.e. has not yet paid for the goods in whole or in part. If the aforementioned does not apply, the returning of the goods is free for the customer. Goods that are not suitable for shipment via mail or parcel will be picked up at the customer's. Obligations to return a payment have to be executed within 30 days. This time frame for the customer starts with the issue date of the statement of withdrawal or the date the goods are being sent back, for the vendor with the receipt.

End of definition of right of withdrawal

- § 8.2 A right of withdrawal does not exist for the delivery of goods that have been individualized to customer specifications or have been tailored to customer needs or for the delivery of audio and video data carriers (i.e. DVD, CD, etc.) or software which has been unsealed or goods that are not suitable for returning, as well as for magazines, as long as the order has not been placed via telephone.
- § 8.3 Customers are asked to avoid damages or staining of the goods and are asked to return the goods and all associated accessories (if applicable) in the original packaging if still possible. Furthermore they are asked to use a suitable wrapping if necessary. If the original packaging is no longer available, customers shall use appropriate alternative packaging to secure the goods from damages during transport and to avoid claims for damages due to improper transport packaging.
- § 8.4 Customers are asked to send back goods as an insured parcel and to retain proof of delivery to the carrier. Upon special request, the vendor will reimburse customers for those fees in advance unless the fee will have to be paid by the customer according to this definition. We would like to ask customers to not send back parcels with a paid by recipient option as this will help us to avoid additional charges by the carrier and will help to keep shipping costs for all customers on a low level.
- § 8.5 Customer are asked to contact the vendor in advance of a return shipment either via phone at +49 (0) 6039 932472 or via email to service@tyaro.com to announce the returning of goods. This way the handling of the returning process can be sped up significantly.
- § 8.6 Customers are advised that all terms mentioned in § 8.3 - 8.5 are not prerequisites for the effective execution for the right of withdrawal.
- § 8.7 Covering of shipping cost for returned goods in conjunction with the right of withdrawal:
Customers who exercise their right of withdrawal will have to cover for the common cost of returning the goods if the value of the returned goods does not exceed 40 EUR or if the customer has not yet complied to all obligations related to the contract i.e. has not yet paid for the goods in whole or in part. If the aforementioned does not apply, the returning of the goods is free for the customer.

§ 9 Damages during transport

- § 9.1 Should customers receive goods showing obvious damages that may have occurred during transport, they are asked to have the damages signed off or reported otherwise to by / to the carrier and to contact the vendor immediately.
- § 9.2 Not reporting transportation damages does not impact a customer's warranty claims. Reporting them however helps the vendor to make a claim for the damages against the carrier or the transport insurance company.

§ 10 Warranty

Warranty is being duly executed according to German national laws.

§ 11 Liability

The vendor herewith excludes simple negligence from any contract unless it does affect a vital part of the contract, damages of life an health, guarantees or claims according to product liability laws. This does also apply to simple negligence by our contract partners (i.e. carriers).

§ 12 Final provisions

- § 12.1 Should any part of the before stated terms and conditions be deemed invalid the remaining parts of the contract are still in effect. The invalid part shall then be replaced with the corresponding laws of Germany.
- § 12.2 The laws of the Federal Republic of Germany apply.

Karben, January 10th, 2012 - Christian Ahuis & Michael Badelt GbR

Frequently asked questions

How does the shopping cart system work?

Items can be placed in the cart by simply clicking the [add to cart] button next to it. You can view the contents of the cart at any time by clicking on the [display cart] button. On this page, items can also be removed from the cart by simply clicking on [x remove]. To start the purchase process for the contents of the cart click the [continue to next step] button.

Do I have to register to order?

No. After having started the check out process you are being asked to fill in your data. Fields marked with a * are mandatory. To avoid having to re-enter your data during a next visit to our shop, you can create an optional customer account. When you visit again, you just enter your account name (which usually is the email address you registered with) and the password you assigned yourself during account creation and you have access to your individual customer menu, which also allows you to view your previous orders, change your details or delete your account.

When does my order become legally binding?

In step 5 of the check out process you are being asked to review all the information regarding your order again. By clicking the button [Submit order] you complete the check out process. You can abort the check out at any time by clicking the [Home] button or closing the browser window. You can also find information on how to correct entries you have made on the individual step pages throughout the check out process.

Is the contract is being retained and archived?

We will archive the contract. All ordering information and terms and conditions will be sent to you in an email. You can also view your previous orders in the "My Account" section of the shop if you created a customer account with the system. All terms and conditions can be viewed, saved and printed any time by clicking on [Terms] in the head navigation of any of our shops.

How can I make use of the additional money back guarantee? (Only available for Santasdecoshop)

As a member of Trusted Shops, we are offering our customers the money back guarantee by Atradius. We are covering all the cost of this guarantee for you. All you have to do to apply for it, is to register yourself after you have completed the checkout process. The money back guarantee covers non-delivery, missing reimbursements and credit card fraud. Details can be found via www.trustedshops.de