

## **SANRIO GMBH GENERAL TERMS OF BUSINESS FOR CONSUMERS**

### **I Area of application**

- (1) The following conditions of sale apply to all contracts agreed between the seller and the buyer regarding the delivery of merchandise. They also apply to all future business relations, even if not expressly agreed again. Differing conditions of the buyer, which the seller does not expressly recognise, are not binding for the seller, even if the latter does not expressly reject them.
- (2) All agreements made between the seller and the buyer in connection with purchase contracts are set down in writing in the purchase contract, these conditions and the seller's contract confirmation.

### **II Withdrawal information**

#### **(1) Right of withdrawal**

**You may withdraw your contract declaration without giving any reason within two weeks in writing e.g. letter, fax, email or, if the item has been issued to you before this deadline, by returning the item. The notice period starts on receipt of these instructions in writing, but not before the goods have been received (or, in the case of a series of deliveries of similar goods, not before the receipt of the initial part delivery), nor before our duty is met to supply information as per § 312c section 2 of the German Civil Code in conjunction with § 1 sections 1, 2 and 4 of the BGB-InfoV and our duties according to § 312e section 1 clause 1 of the German Civil Code in conjunction with § 3 of the BGB-InfoV. To meet the withdrawal deadline, it is sufficient to render a withdrawal or the item itself in a timely manner. Withdrawals should be sent to:**

**SANRIO GmbH  
Stöckenhoop 6  
21465 Wentorf bei Hamburg**

**Fax: +49 (0)40 540 63 47**

**Email: [europa@sanrio.de](mailto:europa@sanrio.de)**

**[www.sanrio-europe.com](http://www.sanrio-europe.com)**

### **Consequences of a withdrawal**

If a withdrawal becomes effective, items received on both sides are to be returned and any benefit drawn from them (e.g. interest payments) likewise returned. If you are unable to return the goods to us in full, or can only return them in part or in a deteriorated condition, you must compensate us appropriately. This does not apply to the surrender of goods where the deterioration of the goods is solely attributable to checking – as might have happened in the shop. Moreover, you will not be subject to the obligation to provide compensation if you do not use the item as your possession, and avoid affecting its value in any way. The return of items via a courier service shall be at our own risk. You must pay the cost of returning the item if the goods delivered are as per order, where the price of the item to be returned is no more than €40, or, if the price of the item is higher at the point of withdrawal, you have not yet issued payment or contractually agreed partial payment. Otherwise, the return of the item is free of charge. Items that cannot be sent by courier will be collected from you. Obligations to refund payments must be met within 30 days. This period begins for you when you send the item, and for us when we receive it.

### **III Offer and conclusion of the contract**

- (1) All offers from the seller are subject to change with regard to price, quantity, delivery times and options. Contracts and warranties only become binding on written confirmation from the seller.
- (2) By setting up a customer account, the buyer agrees to receive unsolicited offers from the seller.

### **IV Prices, conditions of payment**

- (1) The prices listed are inclusive of statutory sales tax.
- (2) If the contract is withdrawn, and the purchase price of the goods ordered is less than €40, the buyer must pay the cost of returning the goods accordingly.
- (3) If the agreed delivery time is more than four months from the completion of the contract or if the delivery is delayed beyond four months for reasons attributable only to the buyer, or which fall only in the buyer's field of risk, the seller is entitled to invoice the cost valid on the day of delivery. If the price increase is more than 5% above the purchase price that figured in

the contract confirmation, the buyer is entitled to withdraw from the contract. This right to withdraw shall be forfeited if the buyer does not do so within two weeks, starting from the date on which the new price was communicated.

- (4) Payment for the goods can be by cash on delivery, invoiced on account or by credit card. The seller withholds the right to exclude certain payment options in individual cases.

For cash on delivery, payment shall be made as soon as the goods are received. For payment on account, the buyer is obliged to pay the invoice amount within 14 days of receipt of the goods. For payment by credit card, the amount will be debited on sending the goods.

If items are ultimately returned, the invoice amount may be reduced accordingly. Any discounts, rebates and reductions must always be agreed in writing. Discounts will only be given if all accounts to date have been paid.

- (5) The seller reserves the right not to send the goods to the buyer until 2 weeks after the contract is concluded.
- (6) The buyer shall be considered to be in default, without need for a reminder from the seller, if he does not pay the purchase price within 30 days of the due date of the invoice or pay an equal amount according to a payment schedule. If the buyer defaults on a payment, the seller is entitled to claim interest from the appropriate point at 5% higher than the current European Central Bank base rate. Right is reserved to proof from the seller of a higher loss.
- (7) The buyer is only entitled to an offset payment, even if letters of complaint or counterclaims are validated, if the counterclaims have been determined under law, are acknowledged by the seller or are undisputed. The buyer is only authorized to exercise the right of retention if their counterclaim is based on the same purchase contract. The buyer is entitled to make legal claims only if enforceable.

## **V Delivery and performance time, default in delivery**

- (1) Delivery deadlines or periods that are not expressly agreed in writing as binding constitute strictly non-binding information.
- (2) If the seller is culpably unable to keep to an expressly agreed time or is in default for other reasons, the buyer must give them a reasonable extension period – starting from the day

written notice of default is received by the seller, or within the calendar period agreed. If this extension period passes without result, the buyer is entitled to withdraw from the contract.

- (3) According to legal stipulations, but subject to the following restrictions, the seller is liable in a case of a firm deal contract, or where the buyer is entitled to invoke discontinuance of his interest in the fulfilment of the contract as a result of the seller's fault in delivery.
- (4) The seller is liable to the buyer for default in delivery according to legal stipulations if the said default in delivery is attributable to a deliberate or grossly negligent breach of duty on the part of the seller. If the default in delivery is not attributable to a deliberate or grossly negligent breach of duty on the part of the seller, the liability of the seller shall be restricted to foreseeable damage that might typically occur.
- (5) If default in delivery on the part of the seller is attributable to the culpable breach of an essential contractual obligation, the seller shall be liable according to legal stipulations; in this respect, liability is restricted to foreseeable damage that might typically occur.
- (6) At all times, the seller is entitled to partial delivery and performance, provided that this is reasonable for the buyer.
- (7) The seller reserves the right to send a replacement item to the buyer that is similar in price and quality. If the buyer does not accept this, the item must be returned to the seller at their cost within one week of receipt of the goods.

## **VI Liability**

- (1) The seller bears unrestricted liability for damage to life, body and health that is attributable to negligent or deliberate breach of duty, for losses under the law of product liability and for all losses attributable to the deliberate or grossly negligent breach of contract or fraudulent intent on the part of the seller. The seller is also liable if he has issued a guarantee of quality and/or a guarantee of durability for the goods or part thereof. For losses attributable to defects to the guaranteed quality or durability, but which do not directly involve the goods, the seller is only liable if the risk of such loss is clearly covered by the guarantee of quality and guarantee of durability.
- (2) The seller shall also be liable for losses caused by simple negligence where such negligence concerns a breach of other contractual obligations, adherence to which is particularly impor-

tant for achieving the aim of the contract (cardinal obligations). However, the seller is only liable if the loss is linked to the contract and foreseeable in a typical way. For purely negligent breaches of secondary obligations that are not essential to the contract, the seller shall not be further liable. The liability restrictions contained in clauses 1 – 3 also apply where liability for the legal representatives, managers and auxiliary persons carrying out the contract is concerned.

- (3) Excess liability without consideration of the legal nature of the claim made is excluded. Where the liability of the seller is excluded or restricted, this also applies to the personal liability of employees, workers, personnel, representatives and auxiliary persons. Liability for deliberate breach of duty by an auxiliary person of the seller is otherwise excluded from the above regulations.
- (4) If, at the request of the buyer, the seller sends the purchased item to a location other than the place of fulfilment, the risk is transferred to the buyer as soon as the seller has delivered the item to the forwarding agent, freight carrier or to the person or institution designated to send the item.

## **VII Withdrawal of the seller**

- (1) The seller may withdraw from the contract at any time if
  - a) the buyer ultimately refuses to make payment or stops payment without legal grounds or
  - b) insolvency proceedings have begun regarding the buyer's assets or
  - c) an item cannot be delivered and the buyer does not agree to the delivery of an alternative item. In such a case, the seller must inform the buyer immediately of the non-availability and refund any payments already made immediately.
- (2) Compensation claims by the buyer for reason of the withdrawal by the seller are excluded in cases of slight negligence of the seller.

## **VIII Retention of title**

- (1) The seller retains title to the goods (goods subject to retention of title) until all payments under the contract have been made.
- (2) The buyer must inform the seller immediately in writing of any third party claims, and especially the forced sale of assets and other prejudice to his assets. The buyer must compen-

sate the seller for all damages and costs arising from a breach of this obligation or intervention measures required regarding third party claims.

- (3) The buyer shall bear the risk relating to all goods subject to retention of title. He is obliged to store the goods carefully and insure them adequately. He shall transfer the claim against the insurance in the case of loss to the seller.
- (4) If, in spite of any reminder issued by the seller, the buyer does not meet the obligation to pay, the seller may demand the return of any goods subject to retention of title still in his possession without prior notice. Any transport costs arising shall be borne by the buyer. Seizure by the seller of the item subject to retention of title constitutes withdrawal from the contract. The seller is authorised to sell any goods subject to retention of title if retained. The proceeds of the sale shall be credited against the debts of the buyer, and the reasonable sales costs of the seller will be factored in.

## **IX Final clause, Law applicable**

- (1) Relations between the parties to the contract shall be governed exclusively by the Law of the Federal Republic of Germany.
- (2) The place of fulfilment of all obligations under the contract is Wentorf bei Hamburg.
- (3) The buyer is not entitled to transfer claims under the purchase contract without the permission of the seller.
- (4) If one of the regulations in these general terms of business should be or become ineffective or unfeasible, the effectiveness of the remaining general terms of business shall remain unaffected.

## **X Data protection**

All personal data will be handled in complete confidentiality. The buyer agrees to this, and is aware that such personal data will be entered on the seller's mailing list for order processing.

## **XI Supplier details**

SANRIO GmbH

Stöckenhoop 6  
21465 Wentorf bei Hamburg

Fax: +49 (0)40 540 63 47

Email: [europa@sanrio.de](mailto:europa@sanrio.de)

[www.sanrio-europe.com](http://www.sanrio-europe.com)

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Represented by the Director: Mr Masahiro Yamaguchi