

Status: January 2007

1. General Points

All services provided by the SIKU online shop of Sieper GmbH for the customer are provided exclusively on the basis of the following General Terms and Conditions. Any deviating arrangements shall only be valid if they are agreed in writing between Sieper GmbH and the customer.

2. Conclusion of the Contract

2.1 The offers in the SIKU online shop in the Internet are a non-binding invitation to the customer to place an order with the online shop.

2.2 By ordering merchandise in the online shop, the customer submits a binding offer to conclude a purchase contract.

2.3 The SIKU Online shop is entitled to accept this offer within 7 calendar days by sending a confirmation of order. The order is confirmed in an e-mail from Sieper GmbH. If no answer is given by the end of the 7-day period, the bid is deemed to have been refused.

Instruction on Revocation

Right to withdraw from the contract: The purchase order can be revoked without statement of reasons within two weeks either in writing (letter, fax, e-mail) or by returning the product. The period of time allowed begins with the receipt of the product and this instruction. Compliance with the deadline for revocation is satisfied if the notice of revocation is sent or the merchandise returned within the allowed period. The notice of revocation or the return consignment of the merchandise must be addressed to:

Sieper GmbH
SIKU Onlineshop
Schlittenbacher Str. 60
58511 Lüdenscheid
Deutschland

Fax: 0049 (0) 2351/876-166
E-Mail: onlineshop@siku.de

Consequences of Revocation: In the event of an effective cancellation, both parties must return all benefits received and if applicable any other profits derived (e.g. advantages from usage). If the customer cannot return the merchandise in whole or in part or if he can only return it in a deteriorated state, he must provide compensation. This shall not apply if the deterioration of the merchandise is

exclusively attributable to its examination - as would have been possible in a regular shop. Moreover, the customer can avoid the obligation to provide compensation by not making use of the merchandise as an owner would do and by refraining from any action that might reduce its value. The costs of the return must be borne by the customer.

End of the instruction on revocation

3. Delivery Times

All items will be delivered immediately if they are in stock and only as long as stocks last.

Merchandise will be delivered to the following countries: Germany, Belgium, France, Luxembourg, Netherlands, Denmark, Austria, Czech Republic, Italy, Great Britain, Sweden, Slovakia, Slovenia, Spain, Finland, Poland, Ireland, Portugal, Estonia, Latvia, Lithuania and Malta. The delivery time is normally 15 workdays and begins with the sending of the confirmation of the receipt of the order. References to delivery time shall not be binding unless there is a written agreement to the contrary.

If an item is temporarily unavailable, we shall inform you by e-mail about the expected delivery time, provided we have your address.

If delivery delays are due to e.g. force majeure, traffic disruptions, orders from higher authorities and other occurrences that are beyond the control of the SIKU online shop, no claim for compensation may be raised against the Sieper GmbH.

4. Packaging and Shipping Charges

4.1 The all-inclusive shipping charge per order amounts to 5.95€ inside Germany. If C.O.D. is chosen, a higher all-inclusive sum will be charged. This increase will amount to 3.60 € and be specified accordingly.

4.2 If the merchandise is shipped to European countries other than Germany, the all-inclusive shipping charge will be shown during the ordering procedure.

5. Prices and Payment

5.1 All prices quoted are final prices inclusive of the statutory value-added tax, which is currently 19%.

5.2 The final prices do not include the costs for packaging and dispatch.

5.3 The constant updating of the Internet pages of the SIKU online shop will render earlier details regarding the price and quality of the merchandise invalid.

5.4 The price charged in the invoice will be the price stated at the date of the customer's submission of the bid.

5.5 The merchandise shall be paid by credit card; in Germany C.O.D. shall also be an option.

6. Reservation of ownership

The SIKU online shop of the Sieper GmbH shall retain ownership of the ordered merchandise until the merchandise has been paid in full (retention of title in accordance with § 455 of BGB [German Civil Code]). Before the transfer of title, it is not permissible to pledge the merchandise, assign it as security, process or transform it without the explicit consent of the SIKU online shop.

7. Guarantee

7.1 Claims of the customer against the online shop of the Sieper GmbH based on faults in the merchandise shall be governed by statutory provisions.

7.2 The customer shall be obliged when accepting delivery to examine the product for any defects and if any faults are found, to inform Sieper GmbH immediately. If the customer finds defects in the merchandise at a later point in time, he shall be obliged to inform the Sieper GmbH accordingly after the discovery of the same. If the customer neglects to give notice of the fault, the merchandise shall be deemed to be approved.

7.3 Damage caused by the customer due to inappropriate or contract-violating handling shall not be regarded as faults in the merchandise. The manufacturer's instructions will decide what handling is inappropriate or in violation of the contract.

8. Limitation of Liability

The SIKU online shop of the Sieper GmbH shall only be liable for damage due to grossly negligent or wilful misconduct or culpable violation of an essential contractual obligation and caused by the SIKU online shop itself or one of its agents. Claims for compensation extending beyond this shall be excluded. The provisions of the product liability law shall remain unaffected. Furthermore, the SIKU online shop shall not be liable for the unlimited availability of the online shop itself because it cannot guarantee the smooth and faultless data communication per Internet this would require.

9. Data Protection

The data sent by the customer will be used by the SIKU online shop of the Sieper GmbH exclusively for handling the orders. All data shall be treated with strict confidentiality. Data shall only be transmitted to third parties (e.g. dispatch services) to the extent necessitated by the order procedure. The order details will be encrypted and secured but we shall not be liable for data security during these transmissions over the Internet (e.g. because of the possibility of technical errors by the provider) or

for any criminal access by third parties to files in our Internet presence. The customer's login access data transmitted to the customer at his request must be treated by the customer with strict confidentiality as we shall not take any responsibility for the use and application of these data.

10. Copyright

Other companies' logos or their pictures and graphics are the property of the respective companies and subject to the copyright of the respective licensors. All photographs, logos, texts, reports, scripts and programming routines shown on this page which we have developed or prepared ourselves may not be copied or used in another way unless we give our consent. All rights reserved.

11. Links on our Pages

According to a ruling by the Hamburg district court on 12 May 1998, homepage owners who provide links to other home pages may be responsible for the contents of the linked home pages. This can only be prevented by an express disassociation from these contents. We therefore expressly distance ourselves from the contents of all pages linked from this home page. This declaration applies to all links provided on our Internet pages.

12. Legal Venue

12.1 Unless otherwise provided by law, the legal venue shall be the location where the SIKU online shop of the Sieper GmbH is registered.

12.2 In all disputes that may arise out of this legal relationship, German law shall be applied to the exclusion of the provisions of the UN Sales Convention (CISG).

13. Validity of the GTC

By placing an order, the customer recognises the General Terms and Conditions of the SIKU online shop of the Sieper GmbH. If any provision in these General Terms and Conditions should become invalid for whatever reason, this shall not affect the validity of the other provisions. Oral agreements must be confirmed in writing.

Your Sieper GmbH
Dipl.-Kfm. Ulrich Urban
(Managing Director)