

General Terms and Conditions of Business of Royal Appliance International GmbH for distance selling by electronic means

Section 1 Scope

All contracts concluded via the www.dirt-devil.de Online Shop (hereinafter: the “Online Shop”) between us, Royal Appliance International GmbH, Jagenbergstr. 19, D-41468 Neuss (referred to hereinafter as “ROYAL APPLIANCE”), and consumers (also referred to hereinafter as the “Customer”) are governed exclusively by the following General Terms of Business in the respective version applying at the time the order is submitted. A consumer is anyone who concludes the contract for purposes which are not related to his or her trade, business or profession. By ordering goods via said Online Shop, the Customer declares his or her acceptance of these General Terms of Business.

Section 2 Ordering and conclusion of contract

The goods on offer in our Online Shop are a non-binding invitation to visitors to order goods from us on binding terms. By clicking the “Place Order” button to order goods, the customer is making a binding offer to purchase the goods being ordered. ROYAL APPLIANCE will immediately confirm receipt of the customer’s order (Section 312 e (1) No. 3 BGB (German Civil Code)). This automatically generated confirmation of receipt does not constitute an acceptance of the offer. The contract with ROYAL APPLIANCE is not concluded until ROYAL APPLIANCE has sent a confirmation of order by Email and/or by delivering the goods (acceptance). Goods may only be ordered and delivered within the Federal Republic of Germany, unless we have agreed otherwise in writing with the Customer. If, in exceptional cases, a particular item cannot be delivered, we will inform the customer accordingly in a timely manner, in any case before accepting the offer. ROYAL APPLIANCE chooses the method of delivery, the mode of transport and the carrier.

Section 3 Information on cancellation rights

Consumers within the meaning of Section 13 BGB have a statutory right of cancellation in accordance with the terms of this Section.

Right of cancellation

You have the right to cancel this contract within fourteen days, without giving any reason.

The 14-day cancellation period begins on the day on which the last goods are received by you, or by a third person named by you, other than the carrier.

In order to exercise your right to cancel, you must notify us (Royal Appliance International GmbH, Jagenbergstr. 19, D-41468 Neuss, telefax: +49 (0) 2131 6090 6095, Email: info@dirtdevil.de) of your decision to cancel the contract by sending us a clear written statement to that effect (e.g. in a postal letter, telefax message or Email). You may use the [specimen cancellation form](#) attached

hereto, but are under no obligation to do so. To keep within the cancellation period, it is sufficient if you send your notification of exercising your right to cancel before the cancellation period ends.

Consequences of cancellation

If you cancel this contract, we have to refund you immediately all payments we have received from you, including delivery charges (except for the additional costs resulting from your choosing a different form of delivery than the standard, most favourable form offered by us), by no later than fourteen days after the day on which we receive notification of your cancelling this contract. To make the refund, we use the same means of payment as you used for the original transaction, unless explicitly agreed otherwise with you; you will not be charged anything for the refund. We may refuse to pay the refund until the goods have been returned to us or until you have provided proof that you sent the goods back, whichever is the earlier date.

You must return or hand over the goods to us without delay, in any case no later than fourteen days after the day on which you notified us of your cancelling the contract.

The latter deadline has been met if you dispatch the goods before the 14-day period has expired. We will bear the expense of returning the goods. You do not have to pay for any loss in the value of the goods unless such loss in value is due to your handling the goods in a manner other than is necessary to inspect the condition, properties and functioning of the goods.

Section 4 Retention of title

Goods delivered to the customer remain the property of ROYAL APPLIANCE until they have been paid in full ("reserved title goods"). You may not sell or pledge such reserved title goods and must handle them properly and with care. If third parties seize or confiscate the reserved title goods, the customer shall notify us as soon as he or she knows thereof. The customer bears liability for any costs incurred to reverse such seizure or confiscation, in particular by filing a action in opposition to execution of a judgment, unless reimbursement of the costs must be sought from the respective third party.

Section 5 Warranty

We bear basic liability, in accordance with statutory regulations, for any material defects in the goods at the time they are handed over to the Customer. That means that the Customer may demand remedy of defect, first and foremost. If replacement goods are delivered instead, the Customer must return the defective goods to us. If the goods purchased from us are defective, then the goods must be marked immediately with a description of the defect and a copy of the proof of purchase must be sent to the following address: Royal Appliance International GmbH, Customer Service Dept., Jagenbergstr. 19, D-41468 Neuss. If the other statutory requirements are met, the Customer has the right to reduce the purchase price or to withdraw from the contract. The special provisions in Section 6 of these Terms and Conditions shall also apply to

any claims to compensation on the part of the Customer. All warranty claims become statute-barred two years after the goods have been handed over to the Customer. If and to the extent that a seller's guarantee is given in addition to the statutory warranty, the details of said guarantee are specified in the terms and conditions of guarantee enclosed with the delivered article. Rights under the guarantee exist in addition to the statutory warranty rights.

Section 6 Liability

(1) ROYAL APPLIANCE bears unlimited liability

- in cases of wilful action or gross negligence,
- for personal injury to life, body or health,
- under the terms of the Product Liability Act (*Produkthaftungsgesetz*) and
- to the extent of any guarantee or warranty given by Royal Appliance.

(2) Without prejudice to the provision in sub-section (1) above, ROYAL APPLIANCE shall bear liability in cases of negligence only for material breach of duties, i.e. for breach of duties that must be fulfilled for implementation of the contract to be possible, and which the Customer can generally rely upon as being complied with. In the event of a material breach of contract due to minor negligence, the liability of ROYAL APPLIANCE shall be limited to the typical damages and/or to the typical damages that were reasonably foreseeable at the time the contract was concluded.

(3) The above limitations of liability shall also apply to damage caused by a vicarious agent of ROYAL APPLIANCE, and to the personal liability of the employees and representatives of ROYAL APPLIANCE.

Section 7 Prices and transport costs

Unless a different price is explicitly agreed in a particular case, all deliveries are made by ROYAL APPLIANCE on the basis of the prices specified in the Online Shop on the date of order. All prices include value added tax at the statutory rate. The delivery charges specified in the order are added to said prices. ROYAL APPLIANCE chooses the method of delivery, the mode of transport and the carrier for delivering to the Customer. The Customer is informed of the selected carrier before the order is submitted.

Section 8 Payment

(1) Unless a separate written agreement was made, the invoice amount is due for payment immediately and without deduction of any discounts. Payment is made in the manner chosen by the Customer when placing the online order. If, after conclusion of the contract, we become

aware payment of the purchase price is jeopardised due to lack of solvency on the part of the Customer, we have the right to demand payment in advance. The Customer cannot be granted any right of set-off unless counter-claims against us are undisputed or established by an unappealable decision of a court of law.

(2) Royal Appliance always bears the costs for returning goods.

Section 9 Delivery

(1) ROYAL APPLIANCE has the right to make part-deliveries to the Customer of good that can be used separately, with ROYAL APPLIANCE bearing the additional delivery costs that ensue as a result. The Customer is normally informed about part-deliveries in the confirmation of order.

(2) Cases of force majeure entitle ROYAL APPLIANCE to postpone delivery of the goods by the duration of the hindrance plus a reasonable lead time, but at most by a period of three weeks. This extension of the delivery period is contingent on ROYAL APPLIANCE making every endeavour to remove the hindrance.

(3) If the goods cannot be supplied for any of the reasons mentioned in sub-section 2 above, or cannot be supplied on time, ROYAL APPLIANCE will inform the Customer thereof without delay. If the goods are not available from our supplier for the foreseeable future due to such an event, ROYAL APPLIANCE has the right to withdraw from the contract. In the event of such withdrawal, ROYAL APPLIANCE will immediately refund the Customer any payments made to ROYAL APPLIANCE. The above provision is without prejudice to the Customer's statutory rights in respect of delayed delivery; damages may only be claimed by the Customer in accordance with the conditions in Section 6 of these General Terms and Conditions of Business.

(4) Specified delivery periods are agreed as approximate.

(5) ROYAL APPLIANCE is responsible only for timely and proper hand-over of the goods to the carrier and is not responsible for any delays caused by the carrier.

Section 10 Collection of data

Only the data required for processing the purchase, in compliance with the Federal Data Protection Act (*Bundesdatenschutzgesetz*) are stored in our customer files. Further details can be found in our Privacy Policy, which is available online on our website.

Section 11 Governing law

The contract is governed by the laws of the Federal Republic of Germany. The UN laws relating to the international sale of goods are not applicable.

Legally applicable date: 26 November 2014