

General Terms and Conditions of Rudy Games GmbH

(Company registration number FN 399509p Linz Regional Court)
for retail business

As of 2019-09-04

1. Scope of these Terms and Conditions

- 1.1. The scope of these terms and conditions (hereinafter also referred to as “GTC”) includes all the services of Rudy Games GmbH (hereinafter also referred to as “Rudy Games”). The services and goods provided by Rudy Games are carried out exclusively on the basis of these GTC. This does not apply if expressly agreed otherwise in writing.
- 1.2. These GTC apply only to transactions between Rudy Games and consumers. Any individual who is not an entrepreneur is considered a consumer. Any individual for whom the transaction is part of their company is considered an entrepreneur. A company in this sense is any stable organization of independent economic activity, including non-profit entities. Consumers in the above sense are referred to as customers in the following.

2. Contract Implementation

- 2.1. The entire logistical implementation of the contract, in particular ordering, delivery and service, billing, cancellation, and customer complaints, is handled by Rudy Games.

3. Placing and Processing of Orders, Delivery, Outsourcing of the Logistics Management of the Contract

- 3.1. The offers of Rudy Games are non-binding; they are to be regarded merely as an invitation for the customer to place an order.

- 3.2. Customer orders are binding on the customer upon receipt by Rudy Games. Rudy Games will confirm receipt of the order immediately. However, the confirmation of receipt is not an acceptance of the offer by Rudy Games. The confirmation of receipt shall only be considered to be a declaration of acceptance if this is expressly stated by Rudy Games in the confirmation of receipt.
- 3.3. If Rudy Games has not already declared the acceptance of the contract in the confirmation of receipt (see item 3.2.), the acceptance of the order and conclusion of a contract will be realized within four business days (Saturday and Sunday do not count as business days) following the day on which the order is transmitted by the customer.
- 3.4. Rudy Games explicitly points out that it must reserve the right to accept or execute the order – especially in accordance with the existing supply options. Rudy Games also reserves the right to reject orders from the customer or not to fulfill them, especially if there are outstanding invoices from other orders of the customer. Rudy Games is further entitled to limit the order to a household amount. The customer shall not be entitled to make any claims whatsoever based on this. Should Rudy Games not accept the order, the customer will be informed of this within four business days (Saturday and Sunday do not count as business days) following the day of submission of the order by the customer and any payments already made by the customer will be refunded.
- 3.5. Reasonable technical and creative deviations from specifications in brochures, catalogues and written documents, modifications to models, and design and material changes in the course of technical progress and further development are reserved. This shall not give entitlement to derive any rights or to make claims of any kind or scope against Rudy Games.
- 3.6. Separate specifications or customer requirements regarding the subject matter of the contract or the services to be provided by Rudy Games or any additional services and deliveries of Rudy Games require express written confirmation by Rudy Games. Subsequent change requests can – without this giving rise to any legal claims on the part of the customer – be carried out only in exceptional cases and subject to payment of applicable costs.

4. Delivery and Deadlines

- 4.1. The agreement of binding delivery dates or periods between Rudy Games and the customer must be in writing.
- 4.2. Agreed delivery deadlines (including those to be derived from delivery times) do not begin until all technical or other information required to meet the obligations of Rudy Games, as

well as documents, payments or pre-payments, or other provisions by the customer, have arrived at Rudy Games.

- 4.3. The delivery date is met if the goods have left the factory/warehouse – in the case of direct sales, the factory/warehouse of the supplier – on time or – in the case of collection by the customer – delivery is ready for dispatch and the customer is informed in good time.
- 4.4. Malfunctions and force majeure events and other events beyond the control of Rudy Games, particularly delays in delivery and the like from upstream or at Rudy Games entitle Rudy Games to withdraw because of the unfulfilled part of the contract.

5. Right of Withdrawal

- 5.1 The consumer always has the right of withdrawal. The period begins, at the earliest, on the date of order. In order for the right of withdrawal to go into effect, the customer must notify Rudy Games of the cancellation within 14 working days of the order. If the customer resides in a country where longer cancellation periods are required, then the required cancellation period will apply. The cancellation need not contain a reason and has to be in written form (letter, fax, or e-mail). To meet the deadline of the cancellation it is enough to send the declaration of cancellation to: Rudy Games GmbH, Reslweg 3, 4020 Linz, Austria, or hello@rudy-games.com.

Packaged, finished goods must be complete, i.e. including all accessories, manuals, and original packaging, or at a minimum returned in an appropriate shipping container. With the timely declaration of cancellation, the contract between the customer and Rudy Games is cancelled. Goods that have already been received and services that have already been provided must be returned or paid for. The customer is allowed to test goods to the extent that would be possible at a retail store. Scratched-off gift cards and sealed goods that have been unsealed can't be returned. Rudy Games specifically points out that the customer has to pay compensation if the goods as a whole can't be returned or these can only be returned partially, or if the value of the goods is reduced due to use by the customer. If the customer wants to avoid payment of compensation, the customer should not use it like an owner.

- 5.2 Returns

The customer can revoke the contract, without giving reasons, within 14 days in writing (for example: letter, fax, e-mail) or – if the goods were delivered to the customer before the deadline – by returning the goods. The period begins with the order and not before fulfillment of the information obligations pursuant to Article 246 §2 in conjunction with §1 clause 1 and 2 EGBGB and obligations under §312g clause 1 sentence 1 BGB in conjunction with Article 246 §3 EGBGB. To maintain the cancellation period, the dispatch of the written cancellation note or the return of the goods in time is sufficient.

Return address:
Rudy Games GmbH
Reslweg 3
4020 Linz
Austria

5.3 Refund Policy

As soon as the return has arrived and has been checked, the customer will receive a confirmation via e-mail about receipt of the return. Rudy Games will refund the amount within a few days, provided that the goods are in a reimbursable condition. The return has to be sent postage paid to Rudy Games, as Rudy Games does not accept non-prepaid packages or shipments.

Depending on the method of payment the customer receives:

- For payments made by credit card, a credit on the credit card account used
- For payments made by PayPal, a credit on the PayPal account used
- For payments made by bank transfer, a credit on the bank account used

6. Default of acceptance, transfer of risk

- 6.1. If the customer is in default of acceptance, Rudy Games has the right to either store the goods at Rudy Games, for which it will charge a storage fee of 0.1% of the invoice amount per calendar day, and to insist on the fulfillment of the contract, or after a reasonable grace period to withdraw from the contract and sell the goods after withdrawal has been finalized. In the event that Rudy Games does use this right of rescission, the customer has to pay liquidated damages in the amount of 25% of the invoice, in addition to the storage costs.
- 6.2. For collection, the price and performance risk from delivery passes to the customer starting from the time of handover or, in the event of default of acceptance, from the date of default.

7. Prices and Terms of Payment

- 7.1. The prices are in euros including sales tax "ex works" Linz, Austria.
- 7.2. The valid price for the respective delivery is the valid price on the website on the day that the order is placed. The ordered goods can be paid by "money transfer," "credit card," or "PayPal." Rudy Games deliver the ordered goods as soon as the payment is received or, if it is

a “Pre-Order,” then as soon as the ordered goods are available at Rudy Games. Payments to employees or other representatives of Rudy Games that are not specifically identified in writing for collection, do not have the effect of discharging the debt.

- 7.3. Invoices from Rudy Games – including partial invoices – are to be paid without subtracting any expenses or deductions, particularly any discounts. Exchanges or checks will be accepted only by special agreement. Rudy Games reserves the right to devote payments received to any of several claims at its sole discretion.
- 7.4. Where payment deadlines are not met and if the customer is in default of payment, Rudy Games is entitled, after a reasonable period, to withdraw from the contract and request that the customer return the goods supplied. Furthermore, the customer has a strict obligation to pay interest at the rate of 1% per month, whereby we are entitled to claim compensation for any bank fees that exceed the usual bank interest. The customer also has to compensate us for expenses which are incurred for reminders and collection fees, and in particular undertakes to compensate us at a maximum for the remuneration of the collection agency, arising from the regulation of the Austrian Federal Ministry for Economic Affairs (BGBl141 / 1996, as amended) governing the maximum rates of due compensation for collection agencies. If a reminder is sent by Rudy Games, the customer is obliged to pay the sum of €10 per reminder.
- 7.5. If paying by check, exchange, debit or store cards, the outstanding amount claimed by Rudy Games will only be considered repaid once the payment has cleared. Such methods of payment shall be allowed only if they are expressly agreed in advance. Discount charges will always be paid by the customer.
- 7.6. If the customer is separately granted a longer payment period, the payment shall be deferred (pure deferral); deferral is invalid in the case that the time limit for payment is exceeded.

8. Costs of Shipping and Returns

- 8.1 Costs of shipping and returns are listed on our website under “Shipping Costs.”

9. Retention of Title

- 9.1 The goods remain the wholly owned property of Rudy Games (reserved goods) until all obligations by the customer toward Rudy Games arising from the respective contract have been fulfilled, in particular until all payments (including interest and costs) have been made, even if individual components have already been paid for.
- 9.2 The customer is not allowed to dispose of reserved goods until the outstanding amount owed to Rudy Games has been paid and bears full liability for the goods entrusted to him, especially regarding risk of destruction, loss, or deterioration.
- 9.3 For the duration of the retention of title, the customer has to handle the delivered goods carefully and gently.
- 9.4 If reserved goods are processed by the customer into a new movable object, then this is done for Rudy Games, without it being obliged by it. The new item shall become the property of Rudy Games. In combination, processing, or mixing of the goods with goods not belonging to Rudy Games, Rudy Games acquires a share of ownership, proportionate to the invoice value of the reserved goods in relation to the other goods
- 9.5 In the case of seizure by third parties or in the case of other third-party access to the reserved goods, the customer has to refer to the ownership by Rudy Games and the customer must immediately report to Rudy Games.
- 9.6 In the case of breach of contract by the customer, especially in case of default, Rudy Games is entitled to take back the reserved goods or at its own discretion to demand, where appropriate, the assignment of the claims of the customers against third parties.
- 9.7 In the case of violation by the customer of the agreements governing the retention of title, the customer is obliged, without deduction for any actually incurred damage (especially the cost of execution proceedings) to pay a penalty equal to twice the net value of the goods. If the customer fails to fulfill his obligations or if he stops payment, then the entire balance is additionally due immediately. In this case, Rudy Games is entitled to demand the immediate return of the goods to the exclusion of any right of retention. After return of the goods, it is up to the discretion of Rudy Games whether to sell the purchased item and to credit the proceeds minus 20% re-selling charges to the customer to offset his remaining obligations or to reclaim the goods at the cost of their invoice price after deducting any impairment losses and to charge the customer an appropriate usage fee for the delivered goods for the period of his ownership.

10. Warranty, Compensation, Assignment Clause and Guarantees

- 10.1 Regarding the warranty, the statutory provisions apply.
- 10.2 Rudy Games is not liable for usual wear and tear of the goods or for defects caused by improper use.
- 10.3 Repairs and replacements within the scope of the warranty will be carried out within a period of six weeks unless agreed otherwise.
- 10.4 For subsequent deliveries Rudy Games does not guarantee an exact match with the original delivery.
- 10.5 For damages that the customer incurs in the context of business Rudy Games is only liable in the event of intent or gross negligence or willful misconduct by Rudy Games' vicarious agents, with the exception of personal injuries, for which Rudy Games is fully liable in the event of even slight negligence. The provisions of the Product Liability Act remain unaffected.
- 10.6 The assignment of warranty claims and claims for damages or the like is inadmissible.
- 10.7 Unless Rudy Games has expressly accepted warranties or guarantees, these shall only apply if the goods and services are used properly and setup, assembly, installation, and configuration was carried out by specialized experts and with the proper care. The warranty does not cover wear and tear of any kind, nor damage caused by the customer or third parties. For manufacturers' accepted warranties only their warranty conditions apply.
- 10.8 Instructions given in brochures, manuals, or other product information, as well as instructions for proper use, setup, assembly, installation, and configuration to avoid any damage are to be followed strictly by the customer. Express warning is given for any application or use that exceeds the defined application and use.
- 10.9 Data communication via the Internet can't be guaranteed to be error-free and/or available at all times according to the current state of the art. Rudy Games is therefore not liable for continuous and uninterrupted availability of services or the online trading system nor for technical and/or electronic malfunctions and errors during a transaction over which Rudy Games has no influence, in particular delayed processing or acceptance of offers.

11. Choice of Law, Jurisdiction

- 11.1 All disputes arising out of or relating to these GTC and/or the contract are governed by Austrian substantive law as agreed under the conflict of law rules of private international law and the UN Sales Convention. This also applies to questions about the occurrence or the interpretation of the GTC and the contract.
- 11.2 For customers who are resident outside the Republic of Austria all disputes arising from this contractual relationship or in connection with it are subject exclusively to the jurisdiction of the court responsible for matters in 4020 Linz, Austria.

12. Change of Address

- 12.1 The customer is obligated to report changes of his residential address to Rudy Games immediately and verifiably without being requested to do so, as long as the legal transaction is not completely fulfilled on both sides. If the customer fails to do so explanations to the customer are also considered received if they were sent to the last known address by Rudy Games. It is up to the customer to prove receipt of his change of address notice in individual cases.

A. Imprint

Rudy Games GmbH
Reslweg 3
4020 Linz
Austria

Authority according to

E-Commerce Act:	District Authority of Linz (City)
Chamber:	Upper Austria Economic Chamber
Registered office:	Linz
Legal form:	Limited liability company
Chief Executive Officer:	Ing. Manfred Lamplmair, MA, MBA
Jurisdiction:	Linz Regional Court
Company register number:	FN399509p
Sales tax ID number:	ATU 68102518