

General Terms and Conditions (March 2013)

1. GENERAL

The present General Terms and Conditions (GTC) of jemp GmbH, Vienna, Austria (jemp) shall apply to the exclusion of all other conditions to each of client's order placed with jemp by means of the Internet and hence using the present website (including also: email, postal orders, facsimile, phone). jemp will execute any order exclusively based on the present GTC. Both parties are bound to the GTC valid in the moment client places his order. Differing clients' conditions are not accepted by jemp unless jemp provides client with a written confirmation.

2. CONCLUSION OF CONTRACT

The placement of any order is only possible if all mandatory boxes (boxes marked with a star *) are properly filled in. You'll receive a summary of your order including items and prices prior to the placement of your order. Please make sure that no typing errors occurred.

The receipt of your order with jemp will be confirmed by means of an automatically generated email. That email is hence no confirmation of the order! Any communication sent to jemp will be received during business hours (Monday to Friday from 9 am to 4 pm, excluding public holidays in Austria). Any communication received after business hours is deemed to be received validly the following business day.

Your order is your binding offer. If jemp accepts your offer you'll be provided either with an email confirming the delivery or with the order itself with such confirmation enclosed. jemp will provide you with a differing statement without delay if your offer will not be accepted and reimburse any of your payments received.

You are bound to our offer for the period of two weeks. Accordingly, jemp is entitled to accept your offer within two weeks. The conclusion of a binding contract is effected only upon such confirmation of your offer.

jemp sells its products only to the amount of private households' consumption. Hence the consignment of goods upon the present GTC will be done only with regard to limited amounts. Professional resale and distribution is unlawful unless a written authorization issued by jemp is granted. If you are interested in retailing our products please revert to us using retail@ifixthebutton.com.

3. CONSUMERS (right of withdrawal and jurisdiction)

If you are acting as a consumer the following mandatory provisions of Konsumentenschutzgesetz (KSchG; Austrian act on the protection of consumer rights) apply:

a) Jurisdiction:

The courts' competence according to your residence is given.

b) Right of withdrawal:

You are entitled to withdraw the offer and/or terminate the contract concluded with jemp for no reason during a period of 14 days working days (Saturday is not a working day) after your offer is placed. Such term is triggered by the receipt of the delivery containing the ordered items and if the obligation to inform you according to articles 5d paragraph 1 and 2 KSchG has been fulfilled (if the information according to said articles is not provided, the term to terminate the contract with no reason is extended to three months; if such information will be provided in the meantime, the 14 days term will be triggered as of the day such information is provided). It is sufficient to send jemp such statement of withdrawal within the term.

In case of withdrawal within the term please send the delivered items to:

jemp GmbH
Semperstrasse 19
1180 Wien/Vienna
Austria

If you withdraw validly, jemp will reimburse any payment received while you are obliged to send back the delivered items.

If the delivered items are not entirely sent back, no such reimbursement shall take place. jemp's right to claim any related damage caused remains unaffected.

You have to bear the costs related to resending the items to jemp if the consigned items match your order and if the price of the items do not exceed the amount of EUR 40.- If their value exceeds EUR 40.- you have to bear such costs also if by the time you declare to withdraw no payment - differing to contractual provisions - had been executed. In all other cases the costs of resending the items are to be borne by jemp.

4. PRICE / EXAMINATION OF GOODS AND INVOICE

Prices are defined according to the prices shown online in the moment the offer is placed. The prices shown include VAT. Costs for delivery are pointed out separately.

Clients are obliged to examine the delivered items and their correspondance with the order and to inform jemp on any discrepancies with no delay.

The invoice will be enclosed as a pdf-document to the delivery confirmation email.

5. COSTS OF DELIVERY

In addition to the price of the items, costs of delivery are to be charged to client in form of lump sum. By consigning the items to the postal agents, the risk of loss and damage passes from jemp to client.

Shipping costs Austria:

Max. EUR 1.45 per item;

Shipping costs EU and EFTA Countries:

Max. EUR 4.10 per item;

6. RESERVATION OF PROPERTY RIGHTS

jemp shall reserve the property in the object of purchase until receipt of any and all payments under the delivery contract.

7. REPRESENTATION AND WARRANTIES

jemp's liability is excluded for damages caused by negligent behaviour (unless grossly negligent). Such exclusion of liability does not apply for personal damages.

Generally jemp assumes liability only for purposely and/or grossly negligent caused damages. The burden of proof is with client. The compensation of atypical damages and/or damages related to the inappropriate use of the delivered product (see in detail: terms of use set forth in the user manual enclosed to the product) is excluded. The provisions set forth in article 12 Produkthaftungsgesetz (Austrian act on product liability) shall not apply (unless client is acting as a consumer) unless client proves that the error had been caused within jemp's sphere and by jemp's grossly negligent behaviour. Client acknowledges and accepts that by using the product his rights and claims towards the vendor of his electronic device could be affected negatively. Such impact can only be determined by studying the specific terms and conditions

client agreed upon with such vendor. jemp hereby explicitly brings such potential forfeiture / loss of claims to client's attention. Client will not hold responsible jemp for such forfeiture / loss of claims and consequently waives any such claim towards jemp.

(this section does not apply for consumers according to KSchG): Client undertakes to check the delivered goods immediately upon consignment. If the delivered goods shall be damaged or incomplete client undertakes to provide jemp within 7 days with a written statement including a short description of the lack, the number of the related invoice and a copy of the delivery slip. jemp's liability is excluded if client shall not comply entirely with the above stated requirements.

With regard to the website: the website had been compiled to best efforts and duly tested. jemp assumes no liability for its proper functioning and for proper reassembly in case of malfunction and/or that the website and the server it is hosted with are free of viral contamination and damaging programs. Linked websites and third-party websites are not content of jemp's website. Consequently jemp waives any liability regarding the content of these websites.

8. DATA PROTECTION

I hereby authorize jemp to use and process any submitted data if such action is required to process my order properly. jemp is entitled to provide third parties with such data if objectively useful for jemp.

9. FINAL PROVISIONS

Should any provision (or parts thereof) of the present GTC be ineffective or void in part or in whole, then the contractual partners agree to stipulate a provision that comes closest to the meaning and purpose of the ineffective or void provision.

Austrian law shall exclusively govern the business relationship with jemp. The applicability of UN sales law shall be excluded. Any provisions on deviation set forth by international private law shall not apply.

Place of jurisdiction and place of performance is exclusively defined with jemp's seat in Vienna, Austria. If you are acting as a consumer place of jurisdiction is defined by the mandatory provisions of KSchG.

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