

In the absence of any written agreement stipulating otherwise, these General Terms and Conditions of Sale shall fully apply to all offers and quotations drawn by SHIFT SPACE DESIGN LLC (hereinafter referred to as "SHIFT"), to all agreements between SHIFT and her customer ("Customer") and to all invoices of SHIFT.

In the event of contradiction between these General Terms and Conditions of Sale and any separate written agreement between SHIFT and the Customer, the stipulations of the written agreement shall prevail.

By placing an order, the buyer accepts the General Terms and Conditions of Sale of SHIFT mentioned below without reservations.

WITHDRAWAL

The description of the product is in accordance with the applicable legislation. The dimensions, characteristics and other data concerning the goods offered for sale are stated for informative purposes only and can be consulted as such on the website of SHIFT.

Orders shall only become final if accepted in writing by SHIFT or if delivered by SHIFT.

Except for goods manufactured to the specification or design of the Customer, the Customer has a period of 14 days to withdraw from the contract without giving any reason. The withdrawal period will expire after 14 days from the day on which the Customer acquires, or a third party other than the carrier and indicated by the Customer acquires, physical possession of the goods.

To exercise the right of withdrawal, the Customer must inform SHIFT (3060 W Jefferson St, Philadelphia PA 19121 / +1 267 536 5321 / hello@shiftmakes.com) of its decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). To meet the withdrawal deadline, it is sufficient for the Customer to send the communication concerning its exercise of the right of withdrawal before the withdrawal period has expired.

EFFECTS OF WITHDRAWAL

If the Customer withdraws from this contract, SHIFT shall reimburse to the Customer all payments received from the Customer, including the costs of delivery (with the exception of the supplementary costs resulting from the Customer's choice of a type of delivery other than the least expensive type of standard delivery offered by SHIFT), without undue delay and in any event not later than 14 days from the day on which SHIFT is informed about the Customer's decision to withdraw from this contract. SHIFT will carry out such reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise; in any event, the Customer will not incur any fees as a result of such reimbursement.

SHIFT may withhold reimbursement until SHIFT has received the goods back or the Customer has supplied evidence of having sent back the goods, whichever is the earliest. The Customer shall send back the goods or hand them over to SHIFT, 3060 W Jefferson St, Philadelphia PA 19121 USA, without undue delay and in any event not later than 14 days from the day on which the Customer communicates its withdrawal from this contract to SHIFT. The deadline is met if the Customer sends back the goods before the period of 14 days has expired. The Customer will have to bear the direct cost of returning the goods.

The Customer is only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

PRICES

The prices shall be determined in USD. The stated price is fixed and all inclusive, unless an explicit reservation is made with regard to supplements and notwithstanding delivery. If tax rates change prior to delivery, the overall price shall be adapted accordingly. The net price excluding taxes is equal to the sales price including taxes minus the dealer discount.

PAYMENT

Unless agreed otherwise, all our invoices are payable net and in cash at the delivery date. Failing any protest by registered mail, any invoice shall be considered as accepted within eight days of the date on which it was issued. In case of non-payment by the due date, the Customer shall be obliged to pay interests amounting to 1% per month, for each started month, ipso jure and without any notice of default being required. Furthermore, in case of total or partial non-payment of the debt by the due date without good reason, SHIFT is entitled, after a notice of default has been given to no avail, to increase the debt by 12%, with a minimum of \$140 and a maximum of \$2,000, even if respite is granted and without prejudice to the right of SHIFT to demand a higher compensation on proof of the damage actually incurred.

If SHIFT doubts the Customer's creditworthiness due to judicial decisions against the Customer and/or demonstrable other events that make the suitable execution of the commitments questionable and/or impossible, SHIFT shall reserve the right to demand prior payment for deliveries that are still to be made or to demand (other) appropriate sureties from the Customer. If the Customer does not agree to this, SHIFT shall be entitled to cancel the entire order or part thereof, even if all the goods or part thereof were already sent or delivered, without prejudice to the right of SHIFT to compensation for damages. Non-payment of one invoice on the due date shall make the balance of all other, even the invoices not yet due, immediately payable, ipso jure and without prior notice of default.

In the event of non compliance with the payment conditions SHIFT reserves the right to unilaterally suspend the execution of all other agreements with regard to the contractual relationship between the parties, without prior notice of default and without compensation.

DELIVERY

The delivery terms and periods are stated by way of indication only. When a delivery term or period has been agreed upon, the Customer will have to give SHIFT a written notice of default after exceeding a delivery term or period. SHIFT will be given a set time limit of three months after receipt of this notice of default to meet with its obligations. When SHIFT doesn't fulfill the delivery of the ordered goods within the above-mentioned period of three months, the Customer will have the right to dissolve the contract with immediate effect, ipso jure, without notice of default and without SHIFT having any right to compensation of damages. In the event of dissolution of the contract as referred to above, the Customer will be entitled to a lump-sum compensation of 1% of the value of the ordered goods, without prejudice to the right to further damages on proof of the damage actually incurred.

The Customer is obliged to take receipt of the goods at the agreed place and time. If, at the Customer's request, changes are made to the delivery date, circumstances and/or address or if the customer provides us with incorrect information in this regard, SHIFT shall be entitled to pass on the price increase and the extra costs due to the incorrect information to the Customer. All goods shall be supplied subject to retention of title until the Customer has completely fulfilled all his obligations towards SHIFT. The Customer is liable for

any damage caused to the delivered goods of which SHIFT retains the right of ownership under the present article. The Customer is not entitled to use the goods subject to retention of title as security or to alienate them in any way. The Customer hereby acknowledges explicitly that he has taken cognizance of said retention of title before the delivery of the goods. The Customer is obliged to take due care of the goods subject to retention of title and shall store and keep them in a perfect state at a suitable and clean place. Notwithstanding the retention of title, the risk shall pass to the Customer as of the delivery date. Delivery can only take place when the Customer has complied with all his contractual obligations towards SHIFT, including timely payment of previous deliveries. SHIFT is entitled by law and without any notice of default to postpone or even cancel the delivery of current or future orders until full payment of outstanding invoices.

LIABILITY

SHIFT (or its appointed functionaries, representatives or employees) shall only be liable for damage caused by the defectiveness of the goods produced and supplied by it or damage caused due to the execution of this order, if and insofar as that damage has been caused by its fraud, intentional error, its deceit or gross negligence. For other defects SHIFT (or its appointed functionaries, representatives or employees) shall not be liable.

As far as SHIFT depends on the cooperation, services or deliveries of third parties to fulfill its obligations, SHIFT cannot be held liable for any damage resulting from their fault, including fraud, deceit, intentional error and/or gross negligence. In the event SHIFT is held liable for any damage the liability shall be limited to a maximum of the invoice value of the Customer's order, i.e. to that part of the order to which the liability applies. If the damage is covered by an insurance policy, the liability of SHIFT shall in all cases always be limited to the amount that is actually paid by the insurer. SHIFT shall only be liable for direct damage. SHIFT shall never be liable for indirect damage, including, without limitation, consequential damage, loss of profits, missed savings and damage to third parties. The Customer is exclusively responsible for the appropriate, safe and legal use of the delivered goods.

SHIFT can under no circumstances be held liable for the - partial or complete, temporary or permanent - nonperformance of an agreement in case of force majeure that hinders the proper performance of the agreement or renders it impossible, even if these circumstances were foreseeable at the time of closure of the agreement. Force majeure is understood to mean every event or circumstance beyond the control of SHIFT, such as risk of war, terrorism, general or partial strike (also at the suppliers of SHIFT), general or partial lock-out, weather or traffic conditions (including road works and traffic jams), governmental decisions, contagious diseases, operational accidents, fire, power failure, machine failure, as well as delivery failures by the suppliers of SHIFT and bankruptcy of the suppliers of SHIFT. SHIFT shall not be obliged to prove the imputable and unforeseen character of the circumstances constituting force majeure.

TERMINATION

If the Customer does not comply with one or more of his obligations despite a written notice including a period of 8 working days to fulfill its obligations and/or if all or part of his assets are confiscated, SHIFT is entitled to either demand the execution of the agreement or to terminate the agreement with immediate effect ipso jure without any notice of default nor compensation being required.

In case of termination of the agreement as stipulated above will make all invoices immediately payable ipso jure and without any

notice of default being required. In this case SHIFT shall be entitled to a lump-sum compensation for damages equalling 30% of the purchase price excluding taxes, without any prejudice to the right of SHIFT to claim higher compensation for the actual damage which it proves to have suffered and to claim restitution of the goods which have already been delivered.

APPLICABLE LAW + JURISDICTION

Any dispute arising from or related to an agreement to which the present General Terms and Conditions of sale apply, or arising from or related to agreements concluded at a later date resulting from said agreement, shall exclusively be governed by American law. All disputes between the Customer and SHIFT about the validity, interpretation or implementation of agreements concluded with SHIFT fall under the exclusive jurisdiction of the competent court of Pennsylvania or the competent courts of residence of the Customer, at SHIFT's choice.

OTHER PROVISIONS

In the event one or more provisions of the General Terms and Conditions of Sale would be invalid or being set aside by a court of law, the other provisions shall remain fully in force. In such case SHIFT and the customer will negotiate in good faith to replace the invalid or unenforceable provision by a valid and enforceable provision that approximates the purpose and intent of the original provision to the extent possible.