

General Terms and Conditions (GTC) of MARKENHERBERGE GmbH for:

- the SOIS BLESSED Concept Store
- Retail Sales
- Floristry
- Interior Design
- Vintage Objects
- Day Bar & Gastronomy
- Custom-Made Products
- Delivery and Installation Services

For Information Purposes Only

These General Terms and Conditions have been prepared in German and English. The English version is provided solely for the convenience of our international customers and business partners.

The legally binding version is the German original.

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Preamble

MARKENHERBERGE GmbH brings together under its **SOIS BLESSED Concept Store** a unique combination of retail, floristry, interior design, gastronomy, craftsmanship and the sale of high-quality vintage, design and natural products.

Many of our products are unique pieces, restored originals or handcrafted custom-made items. Their distinctive value lies precisely in their individuality, history and the natural characteristics of the materials from which they are made.

These General Terms and Conditions are intended to establish a transparent and fair framework governing the mutual rights and obligations of both parties while taking into account the particular nature of our products and services.

§ 1 Scope of Application

(1) These General Terms and Conditions ("GTC") apply to all offers, sales, deliveries, contracts for work and services, installation services and all other services provided by MARKENHERBERGE GmbH in connection with the operation of the SOIS BLESSED Concept Store.

(2) They apply in particular to the sale of fashion, home accessories, artwork, vintage and design objects, furniture, lighting, plants, floristry, decorative items, gifts, home textiles, interior products, seasonal decorations, as well as delivery, installation, assembly, restoration, interior design and other craft-related services.

(3) These GTC apply to consumers within the meaning of Section 13 of the German Civil Code (Bürgerliches Gesetzbuch – BGB), businesses within the meaning of Section 14 BGB, legal entities under public law and special funds under public law, unless expressly agreed otherwise.

(4) Any terms and conditions of the Customer that deviate from or conflict with these GTC shall not apply, even if MARKENHERBERGE GmbH does not expressly object to them.

(5) Individually negotiated agreements and written quotations confirmed by MARKENHERBERGE GmbH shall take precedence over these GTC.

§ 2 Offers and Conclusion of Contract

(1) All offers made by MARKENHERBERGE GmbH are non-binding unless they are expressly designated as binding.

(2) Illustrations, photographs, colour representations, material samples, dimensions, weights and other product descriptions are provided for general descriptive purposes only. They do not constitute a guarantee of specific characteristics unless expressly agreed otherwise in writing.

(3) Vintage, design and natural products, as well as handcrafted, restored and one-of-a-kind items, may differ from photographs, samples or previous deliveries with regard to colour, texture, surface finish, grain, patina, workmanship, material properties, signs of age and use. Such deviations are characteristic of these products and shall not constitute a defect.

(4) A contract is concluded upon acceptance of the offer, written order confirmation, delivery of the goods, commencement or completion of the agreed services or, in the case of in-store purchases, upon completion of the purchase transaction.

(5) There are no oral side agreements. Any amendments or supplements to the contract must be made at least in text form unless a stricter form is required by mandatory law.

§ 3 Scope of Products and Services

(1) The SOIS BLESSED Concept Store combines several business divisions of MARKENHERBERGE GmbH, including retail sales, the Day Bar, floristry, interior design, the sale of vintage and design objects, artwork, home accessories, plants, lighting, furniture, gifts, as well as delivery, installation, restoration, design and other craft-related services.

(2) Our product range includes both new products and vintage, design and restored one-of-a-kind items, handcrafted products, natural products, as well as individually manufactured or customised products.

(3) Many of the products offered are unique items or are produced only in limited quantities. Unless expressly agreed otherwise in writing, the Customer shall therefore have no entitlement to replacement, re-supply or delivery of an identical item.

(4) MARKENHERBERGE GmbH reserves the right to replace goods or materials with equivalent alternatives where necessary due to supply shortages, material availability or production-related reasons, provided that such substitution is reasonable for the Customer. This shall not apply to products expressly sold as unique or one-of-a-kind items.

§ 4 Prices

(1) Only the prices agreed upon or displayed at the time of the conclusion of the contract shall apply.

(2) Unless otherwise required by law, all prices include the applicable statutory value added tax (VAT).

(3) Delivery, installation, assembly, restoration, packaging, shipping and any other additional services shall be charged separately unless they are expressly included in the purchase price or otherwise agreed in writing.

(4) Price commitments apply exclusively to the respective offer or the specific order. The Customer shall have no entitlement to future price adjustments or to identical pricing or terms for subsequent orders.

§ 5 Payment Terms

- (1) The purchase price and all agreed remuneration shall become due immediately upon conclusion of the contract or in accordance with the agreed payment terms.
- (2) For custom-made products, restoration work, interior design projects, installation services or other individually commissioned services, MARKENHERBERGE GmbH shall be entitled to require reasonable advance payments.
- (3) Until full payment has been received, MARKENHERBERGE GmbH shall be entitled to withhold delivery of the goods or the performance of any further services.
- (4) The Customer shall be entitled to rights of set-off or retention only insofar as the Customer's counterclaims have been finally adjudicated by a court of law or are undisputed.

§ 6 Retention of Title

- (1) All goods supplied shall remain the property of MARKENHERBERGE GmbH until full payment has been received.
- (2) The Customer shall be obliged to handle all goods subject to retention of title with due care and to protect them against damage or loss.
- (3) Prior to full payment, the Customer shall not be entitled to pledge, assign as security or otherwise dispose of the goods subject to retention of title.

§ 7 Reservation, Inspection, Trial and Loan of Goods

- (1) In individual cases, MARKENHERBERGE GmbH may provide goods to Customers for inspection, sampling or trial use outside its business premises. The Customer shall have no entitlement to such provision.
- (2) Such provision shall be made exclusively on the basis of an individual agreement. The goods shall remain the property of MARKENHERBERGE GmbH throughout the entire period of the loan or trial.
- (3) The Customer undertakes to use the goods solely for their intended purpose and to exercise the same degree of care that a prudent owner would apply.
- (4) During the trial or loan period, the goods must not be altered, modified, installed, repainted, rebuilt or transferred to third parties unless expressly agreed otherwise.
- (5) The Customer shall be liable in accordance with the applicable statutory provisions for any loss, damage, unusual soiling or other reduction in value occurring during the period of the loan or trial, insofar as the Customer is responsible for such loss or damage.
- (6) In the case of vintage, design, artwork or one-of-a-kind items, even minor damage or alterations may result in a substantial reduction in value.

(7) The goods must be returned no later than the agreed date and in the same condition in which they were provided.

§ 8 Delivery and Transfer of Risk

(1) Delivery dates and delivery periods shall be agreed to the best of our knowledge. They shall be binding only if expressly confirmed in writing by MARKENHERBERGE GmbH.

(2) Delivery delays resulting from force majeure, unforeseen events, supply shortages, traffic disruptions, strikes, pandemics, war, power outages, cyberattacks, IT failures, official orders or any other circumstances beyond the control of MARKENHERBERGE GmbH shall reasonably extend the agreed delivery periods.

(3) Partial deliveries shall be permitted provided they are reasonable for the Customer.

(4) The risk of accidental loss or accidental deterioration of the goods shall pass to the Customer upon delivery of the goods to the Customer or to a person authorised by the Customer to receive them, in accordance with the applicable statutory provisions.

(5) Where the goods are shipped at the Customer's request, the statutory provisions governing the transfer of risk shall apply.

(6) The Customer shall inspect the delivered goods without undue delay for any obvious transport damage or shortages. Where possible, any visible damage should be documented immediately with the carrier and reported to MARKENHERBERGE GmbH without undue delay. The Customer's statutory rights shall remain unaffected.

(7) Unless otherwise agreed, the Customer shall collect the goods within fourteen (14) calendar days after notification that they are ready for collection.

(8) If the goods are not collected within this period, MARKENHERBERGE GmbH shall be entitled, after granting a reasonable additional period, to charge customary storage costs, provided the delay is attributable to the Customer.

(9) The Customer shall be deemed equivalent to having taken delivery if the Customer is in default of acceptance.

§ 9 Installation and Craft Services

(1) At the Customer's request, MARKENHERBERGE GmbH shall provide installation, assembly, restoration, design and other craft-related services.

(2) The Customer shall ensure that the installation site is freely accessible at the agreed time and that all prerequisites necessary for the proper performance of the work have been fulfilled.

(3) Before the work commences, the Customer shall inform MARKENHERBERGE GmbH of any known special circumstances, including in particular:

- concealed electrical wiring,

- water or heating pipes,
- underfloor heating systems,
- cavity wall constructions,
- drywall constructions,
- heritage preservation requirements, and
- any other structural features that may be relevant to the performance of the work.

(4) MARKENHERBERGE GmbH shall be entitled to rely on the accuracy and completeness of the information provided by the Customer. Liability for damage or additional costs resulting from inaccurate or omitted information shall be governed exclusively by the applicable statutory provisions.

(5) Should additional measures prove technically necessary during the execution of the work or be requested by the Customer, such measures may be charged separately.

(6) MARKENHERBERGE GmbH shall be entitled to refuse or suspend installation or assembly work if it becomes apparent during execution that safe or technically proper performance is not possible or that significant safety concerns exist.

(7) Liability for delays caused by lack of access, waiting times, structural defects, unforeseen building conditions or other circumstances beyond the control of MARKENHERBERGE GmbH shall be governed exclusively by the applicable statutory provisions.

(8) Upon completion of the work, the Customer shall inspect the services together with MARKENHERBERGE GmbH without undue delay. Any obvious defects should, where possible, be reported immediately. The Customer's statutory warranty rights shall remain unaffected.

(9) Where MARKENHERBERGE GmbH installs historical or restored lighting fixtures, installation shall only be carried out where, in the professional opinion of MARKENHERBERGE GmbH, it can be performed safely and in a technically appropriate manner. Any additional modifications or safety measures required shall be communicated to the Customer before the work is carried out.

(10) Unless expressly agreed otherwise, MARKENHERBERGE GmbH owes the Customer the proper performance of the installation or craft services, but does not warrant the achievement of any particular design outcome or subjective aesthetic impression.

§ 10 Special Characteristics of Natural Products

(1) Many of the products offered by MARKENHERBERGE GmbH are made wholly or partly from natural materials or are manufactured using natural raw materials. These include, in particular, wood, natural stone, leather, plants, flowers, dried flowers, natural fibres, ceramics, glass, metals and other natural or design materials.

(2) Due to their inherent material characteristics, natural products are subject to natural variations and changes over time. In particular, colour, texture, grain, surface finish, gloss, shape, fragrance,

moisture content and tactile properties may vary or change as a result of ageing, use, exposure to sunlight, temperature, humidity or proper care.

(3) Such material-related or naturally occurring variations and changes shall not constitute a defect, provided they are typical of the respective type of product or result from the natural characteristics of the materials used.

(4) The Customer shall use, maintain and care for natural products in accordance with their material properties and shall protect them, where appropriate, from excessive stress, moisture, heat, frost, direct sunlight and other harmful environmental influences.

(5) Any care instructions, product recommendations or instructions for use provided by MARKENHERBERGE GmbH shall be observed. Where products are not properly maintained or used, any liability shall be governed exclusively by the applicable statutory provisions.

§ 11 Vintage, Design and Restored One-of-a-Kind Items

(1) Among the products offered by MARKENHERBERGE GmbH are vintage, design and art objects, as well as restored one-of-a-kind items. These are predominantly pre-owned, historical or professionally restored original pieces with their own individual character.

(2) Signs of age and use, patina, colour variations, pressure marks, scratches, minor repairs, historical repairs, restoration work and other age-related characteristics are an integral part of the character of such objects and shall not constitute a defect, provided they were apparent at the time of the conclusion of the contract, described in the product description or are customary for comparable objects.

(3) Restoration work may be carried out using traditional or modern restoration techniques and materials. This includes, in particular, waxing, filling, veneering, retouching, gluing and surface treatment. Professionally executed restoration or conservation work shall not constitute a defect.

(4) Wood, veneers, leather, fabrics, lacquers, oils, waxes and other natural or historical surfaces may change over time. Such changes include, in particular, variations in colour, gloss, surface appearance or tactile properties resulting from natural ageing and maturation processes. Such changes shall not constitute a defect.

(5) Due to the nature of vintage and design objects, many items are one-of-a-kind pieces. Accordingly, the Customer shall have no entitlement to the delivery of an identical replacement item.

(6) Historical repairs, previous restoration work or conservation measures may already have been carried out before acquisition by MARKENHERBERGE GmbH and often form part of the object's history. Provided that such measures do not impair the agreed condition or intended usability of the object, they shall not constitute a defect.

(7) The objective of restoration work is, as a general rule, to preserve the substance, functionality and character of the respective object. Restoration is not intended to return an object to a "like new" condition and no such result is owed. The Customer confirms that, prior to the conclusion of the contract, they had the opportunity either to inspect the respective one-of-a-kind item personally or to familiarise themselves with its condition on the basis of the product description.

§ 12 Custom-Made Products and Special Orders

- (1) Custom-made products and goods manufactured or modified according to the Customer's individual specifications shall be produced exclusively on the basis of the specifications approved by the Customer.
- (2) Custom-made products and special orders include, in particular, individually manufactured or customised lighting fixtures, furniture, interior furnishings, floral arrangements, decorative items and any other products that are manufactured, modified or assembled in accordance with the Customer's wishes or specifications.
- (3) The Customer shall carefully review all dimensions, colours, materials, technical specifications and any other relevant details before production commences. Production shall begin only after the Customer has given approval.
- (4) Any changes requested after production has commenced may, where technically feasible, result in additional costs and/or require a revised delivery period.
- (5) To the extent permitted by law, products individually manufactured or clearly tailored to the Customer's personal requirements are excluded from voluntary exchange or voluntary return. The Customer's statutory warranty rights shall remain unaffected.
- (6) Minor deviations resulting from technical or craftsmanship-related factors, in particular with regard to colour, material structure, surface appearance or workmanship, shall not constitute a defect, provided that they do not materially impair the intended use or the agreed characteristics of the product.

§ 13 Lighting Fixtures and Custom Electrical Products

- (1) In addition to standard retail products, MARKENHERBERGE GmbH designs, manufactures and sells individually crafted or restored lighting fixtures, including restored historical lighting fixtures.
- (2) Individually manufactured or restored lighting fixtures may consist of historical, restored or new components. Where necessary, electrical components shall be professionally renewed or replaced.
- (3) Electrical installation and assembly shall be carried out in accordance with the applicable technical requirements. Unless installation is performed by MARKENHERBERGE GmbH, the Customer shall be responsible for ensuring that installation is carried out by a suitably qualified professional.
- (4) Any modifications to the electrical installation, wiring or construction of the lighting fixture after delivery shall be made entirely at the Customer's own responsibility.
- (5) MARKENHERBERGE GmbH shall not be liable for damage resulting from subsequent modifications, improper installation, improper use, unsuitable light bulbs or interference by third parties, except where liability is mandatory under applicable statutory provisions.
- (6) Historical or restored lighting fixtures may exhibit design characteristics inherent to their original construction. Such characteristics shall not in themselves constitute a defect, provided that the safety

and intended functionality of the lighting fixture are not impaired and all applicable statutory requirements have been complied with.

§ 14 Floristry, Plants and Flower Subscriptions

- (1) MARKENHERBERGE GmbH offers fresh cut flowers, plants, floral arrangements, flower subscriptions, as well as seasonal and individually designed floral creations.
- (2) All floral products are natural products. Variations in blossom shape, colour, size, fragrance, growth, degree of maturity or durability are inherent to the nature of such products and shall not constitute a defect.
- (3) The durability of flowers and plants depends in particular on their location, temperature, humidity, exposure to sunlight, care, water quality and other external factors over which MARKENHERBERGE GmbH has no control after delivery.
- (4) Any information regarding the expected durability of flowers or plants is based on experience only and shall not constitute a guarantee of quality or durability.
- (5) The Customer shall care for flowers, plants and floral arrangements in accordance with the usual care instructions. Damage or deterioration resulting from improper handling, insufficient care or unsuitable environmental conditions shall not give rise to any claims against MARKENHERBERGE GmbH.
- (6) For flower subscriptions, deliveries and arrangements shall be made in accordance with the agreed service description. Seasonal substitutions or changes in individual flowers or plant varieties remain reserved, provided that the overall character, quality and value of the arrangement are not materially affected.

§ 15 Floral Arrangements, Natural Materials and Loaned Items

- (1) Advent wreaths, floral arrangements, decorative displays, wreaths, plant containers and comparable creations may naturally contain or release moisture, plant sap, resins, essential oils, wax, soil, bark particles or natural pigments during use.
- (2) The Customer shall place floral arrangements only on suitable, moisture-resistant surfaces or protective underlays. Particularly sensitive materials, such as natural stone, marble, wood, veneer, leather, lacquered surfaces, textiles and comparable materials, must be protected against moisture, pressure marks and discolouration by appropriate protective coverings.
- (3) Changes or damage caused by natural moisture, condensation, plant sap, resins or other naturally occurring substances, which could have been avoided by using appropriate protective underlays, shall fall within the Customer's responsibility.
- (4) Loaned vases, plant containers or any other items provided on loan shall be inspected by the Customer for obvious damage upon handover. Any visible defects shall be reported without undue delay.

(5) Throughout the loan period, the Customer shall handle all loaned items with due care and protect them against damage, loss or improper use.

(6) Upon return, all loaned items shall be inspected by MARKENHERBERGE GmbH. The Customer shall be liable, in accordance with the applicable statutory provisions, for any damage occurring during the loan period for which the Customer is responsible.

(7) Flower water and escaping moisture may cause discolouration or material changes, particularly to natural stone, marble, wood, veneer, leather, metal, textiles or other sensitive surfaces.

§ 16 Dried Flowers, Preserved Plants and Decorative Arrangements

(1) Dried flowers, preserved plants, grasses, mosses and comparable natural materials are intended exclusively for decorative purposes.

(2) These materials are naturally flammable and must not be placed or used in the immediate vicinity of open flames, candles, tea lights, heaters, fireplaces or any other sources of ignition.

(3) Any modifications or additions to decorative arrangements made by the Customer or by third parties shall be made entirely at the Customer's own responsibility.

(4) Where delivered decorations are subsequently combined with candles, open flames or other heat sources, or otherwise altered, such use shall be deemed to fall outside their intended purpose.

(5) Natural changes, including fading, dust accumulation, material breakage, changes in shape or age-related wear, shall not constitute a defect.

(6) MARKENHERBERGE GmbH accepts no responsibility for subsequent alterations, additions or uses of decorative arrangements that were not part of the original delivery or design concept.

§ 17 Day Bar and Catering Services

(1) Within the Concept Store, MARKENHERBERGE GmbH operates a Day Bar offering food, beverages, seasonal products and homemade specialities.

(2) All food and beverages are prepared, stored and served with the utmost care and in compliance with all applicable food safety regulations.

(3) Hot food and beverages are served at the temperatures required for their proper preparation. The Customer is responsible for exercising appropriate caution when handling hot food and beverages.

(4) Any complaints regarding food or beverages should be reported to the service staff without undue delay so that they can be examined, secured where appropriate and, if necessary, replaced. Food or beverages that have already been consumed or disposed of may significantly impede any subsequent examination.

(5) Information regarding ingredients and allergens is provided to the best of our knowledge based on the recipes used and the information supplied by our suppliers.

(6) Despite exercising the utmost care, it cannot be excluded that food or beverages may contain traces of other allergens due to shared storage, processing or preparation.

(7) Guests with known food allergies or intolerances are kindly requested to inform the service staff before placing their order.

(8) MARKENHERBERGE GmbH does not guarantee that food or beverages are entirely free from traces of allergens where such traces cannot objectively be excluded due to the manufacturing or preparation processes involved.

(9) MARKENHERBERGE GmbH accepts no responsibility for the quality, shelf life or food safety of food or beverages brought onto the premises by Customers. Food and beverages brought in from outside may only be consumed with the prior consent of MARKENHERBERGE GmbH.

§ 18 Exchanges, Returns and Gift Vouchers

(1) For purchases made in the physical retail store, there is no statutory right of return or exchange solely because the Customer has changed their mind or no longer likes the purchased goods.

(2) Where MARKENHERBERGE GmbH voluntarily permits an exchange in an individual case, such exchange shall be granted solely as a gesture of goodwill.

(3) Any voluntary exchange shall generally be made in the form of a merchandise voucher or by exchange for other goods. As a rule, the purchase price shall not be refunded in cash or to the original method of payment.

(4) The following items are excluded from voluntary exchange in particular:

- custom-made products,
- individually ordered goods,
- restored one-of-a-kind items,
- vintage objects,
- flowers,
- plants,
- food,
- beverages,
- goods that have already been used, and
- reduced-price goods, provided they were clearly identified as such at the time of sale.

(5) The Customer's statutory warranty rights in the event of a defect shall remain unaffected by the above provisions.

(6) Goods provided to the Customer for inspection, selection or trial shall not be deemed returned for as long as they remain in the Customer's possession. Any subsequent purchase or return shall be governed exclusively by the respective individual agreement.

(7) Gift vouchers shall be treated like cash. In the event of loss, theft or damage, no replacement shall be provided unless otherwise required by applicable law. Statutory limitation periods shall remain unaffected.

§ 19 Customer Information Regarding Unique Items

(1) A significant part of the product range offered by **MARKENHERBERGE GmbH** consists of handcrafted products, vintage objects, restored one-of-a-kind items, natural products and unique pieces.

(2) These products are distinguished by the fact that they are not industrially manufactured and may therefore exhibit individual characteristics, signs of use, specific material properties or natural variations.

(3) The Customer expressly acknowledges these product-specific characteristics as essential and distinctive features of the respective goods.

§ 20 Liability and Responsibility

(1) MARKENHERBERGE GmbH operates its Concept Store, Day Bar and all other business activities with the utmost care and in compliance with all applicable statutory provisions.

(2) The Customer shall handle all goods, furnishings, exhibits, decorations and any other items located within the business premises with due care and shall use them solely for their intended purpose.

(3) Many of the displayed goods are one-of-a-kind items, vintage objects, works of art or delicate designer products. The Customer shall exercise particular care when touching, examining or moving such items.

(4) Parents, legal guardians and other supervising persons shall ensure that children are appropriately supervised at all times while on the premises.

(5) Dogs are welcome provided they do not pose a danger or cause unreasonable disturbance to other guests, employees or merchandise. The owner shall be liable for any damage caused by the animal in accordance with the applicable statutory provisions.

(6) The Customer shall immediately notify an employee of MARKENHERBERGE GmbH of any obvious damage, malfunctions or other hazards noticed during their visit.

(7) Where goods are damaged or destroyed by the Customer or by persons for whom the Customer is legally responsible, liability shall be governed by the applicable statutory provisions.

(8) Complaints regarding food or beverages should be reported without undue delay to enable an appropriate inspection. This serves, in particular, quality assurance purposes and, where necessary, the preservation of evidence.

(9) Where delivery, installation or assembly services are provided, the Customer shall ensure that all necessary conditions for the proper execution of the work are fulfilled in due time. This includes, in particular, unrestricted access to the installation site and suitable structural conditions.

(10) Liability for damage, delays or additional costs resulting from incorrect information provided by the Customer, concealed structural conditions or hidden cables, installations or constructions shall be governed exclusively by the applicable statutory provisions.

(11) MARKENHERBERGE GmbH shall have unlimited liability:

- in cases of intent or gross negligence;
- for injury to life, body or health;
- under the provisions of the German Product Liability Act (*Produkthaftungsgesetz*); and
- to the extent of any expressly assumed guarantees.

(12) In the event of a slightly negligent breach of essential contractual obligations, MARKENHERBERGE GmbH shall be liable only for the foreseeable damage typically arising under the contract.

(13) In all other respects, the liability of MARKENHERBERGE GmbH shall be excluded to the extent permitted by law.

(14) To the extent permitted by law, MARKENHERBERGE GmbH shall not be liable for damage resulting exclusively from the inherent characteristics of natural, vintage, design or handcrafted products, provided the Customer has been informed of such characteristics through these General Terms and Conditions or the respective product description.

(15) Furthermore, MARKENHERBERGE GmbH shall not be liable for damage or impairment resulting from subsequent modifications, improper use, use contrary to the intended purpose, unauthorised alterations or the improper combination of the delivered products with other items, provided that such modifications were neither carried out nor initiated by MARKENHERBERGE GmbH and no mandatory statutory liability applies.

(16) Children must be appropriately supervised by their accompanying persons at all times, particularly in areas containing delicate design objects, works of art or vintage items.

(17) Customers are kindly requested to exercise particular care while moving through the Concept Store, especially in the vicinity of displayed goods, pedestals, rugs, plants, decorations and other interior elements.

(18) Before ordering larger items of furniture, lighting fixtures or interior furnishings, the Customer shall be responsible for verifying the suitability of the installation site, including doorways, staircases, lifts and access routes.

(19) Any recommendations regarding design, colours or materials provided by MARKENHERBERGE GmbH are based on professional experience, design expertise and the information available at the

time of consultation. They shall not constitute a guarantee or agreement regarding any specific subjective visual effect, atmosphere, colour scheme, style or aesthetic impression. The final selection of colours, materials, dimensions, proportions and design elements shall remain the Customer's responsibility.

§ 21 Product Care and Instructions for Use

(1) MARKENHERBERGE GmbH stands for high-quality design products, handcrafted workmanship, natural products, vintage objects and individually manufactured one-of-a-kind items. Many of these products develop their unique character only through ageing, use and natural changes over time.

(2) Wood, leather, natural stone, fabrics, metals, flowers, plants and other natural materials are subject to natural changes. Variations in colour, patina, ageing processes, surface changes and other material-specific developments are characteristic of the respective products and shall not constitute a defect.

(3) Vintage and restored objects tell their own story. Signs of use, previous repairs and restoration work form part of their identity and contribute to their particular value.

(4) Individually manufactured products and handcrafted items are predominantly created by manual craftsmanship. Minor variations in colour, texture, workmanship or material are characteristic of such craftsmanship and shall not constitute a defect.

(5) MARKENHERBERGE GmbH recommends that Customers carefully observe all care, cleaning, installation and usage instructions and contact our staff at any time should they have any questions regarding the proper use of our products.

§ 22 Intellectual Property, Trademark Rights, Photography and Filming

I. Intellectual Property

(1) All designs, sketches, plans, lighting concepts, interior design concepts, floristry concepts, decorative ideas, layouts, patterns, visualisations, photographs, presentations and all other creative works developed by MARKENHERBERGE GmbH are protected, where applicable, by copyright, design rights and other intellectual property rights.

(2) The purchase of a product or the commissioning of services transfers ownership only of the respective goods. No rights of use, reproduction, publication or commercial exploitation of designs, concepts or creative works are granted unless expressly agreed in writing.

(3) The creation, reproduction, publication or commercial use of designs, design concepts or individual creative ideas developed by MARKENHERBERGE GmbH requires the prior written consent of MARKENHERBERGE GmbH.

(4) This applies in particular to interior design concepts, lighting concepts, furniture designs, lighting fixtures, floral creations, shop window concepts, merchandise presentations and all other individual design services.

II. Trademark Rights

(5) The trademark "SOIS BLESSED" is registered in favour of MARKENHERBERGE GmbH with the German Patent and Trade Mark Office (DPMA). The trademark, together with its logos, word marks, figurative marks and combined word/device marks, is protected under trademark law. Any commercial use requires the prior written consent of MARKENHERBERGE GmbH.

III. Photography and Filming

(6) Photography and filming within the business premises for private, non-commercial purposes are generally welcome, provided that neither other visitors, employees nor business operations are disturbed.

(7) The publication of private photographs on social media is permitted, provided that no rights of third parties are infringed, no employees or customers are recognisable without their consent, no business or trade secrets are disclosed and no legitimate interests of MARKENHERBERGE GmbH are adversely affected.

(8) MARKENHERBERGE GmbH welcomes the private photographic documentation of visits and the tagging of its official social media channels. Visitors undertake to respect the creative identity and individual design services of MARKENHERBERGE GmbH and, where legally protected, not to copy, reproduce or commercially exploit them without prior written consent.

IV. Commercial Photography, Filming and Media Use

(9) Commercial photography, filming or social media productions within or making use of the business premises, as well as recordings for advertising, sales or any other commercial purposes, require the prior written consent of MARKENHERBERGE GmbH.

(10) The interior design, shop windows, merchandise presentations, lighting concepts, floral arrangements, decorative concepts, interior design services and the overall design concept of the business premises constitute essential creative works of MARKENHERBERGE GmbH and may be protected by copyright, trademark, design, competition or other applicable laws. Where such legal protection exists, these works may not be commercially copied, systematically reproduced or otherwise commercially exploited, either in whole or in substantial part, without prior written consent.

V. Creative Identity and Corporate Philosophy

(11) Under the SOIS BLESSED brand, MARKENHERBERGE GmbH regards its business premises as a unified overall concept combining architecture, interior design, floristry, lighting design, merchandise presentation, decoration and gastronomy. This overall creative concept forms an essential part of the Company's identity and represents the foundation of its distinctive brand and design philosophy.

(12) MARKENHERBERGE GmbH welcomes private photographic documentation of visits and the tagging of its official social media channels, provided that the rights of third parties and the legitimate interests of MARKENHERBERGE GmbH are respected.

§ 23 Customer-Owned Property

(1) Where items belonging to the Customer are accepted for restoration, alteration, repair or other processing, MARKENHERBERGE GmbH shall perform the work with the utmost care. However, age-

related material characteristics, hidden pre-existing damage, material fatigue or design-related features may give rise to risks that cannot be entirely eliminated even when the work is carried out professionally. Any liability shall therefore be governed exclusively by the applicable statutory provisions.

§ 24 Data Protection

- (1) The protection of personal data is of particular importance to MARKENHERBERGE GmbH.
- (2) Personal data shall be processed exclusively in accordance with the applicable data protection legislation.
- (3) Further details are set out in the current Privacy Policy of MARKENHERBERGE GmbH, available on our website in its latest version (<https://soisblessed.com/Privacy>).

§ 25 Final Provisions

- (1) These General Terms and Conditions shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), to the extent such exclusion is legally permissible.
- (2) If the Customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the business relationship shall be Munich, Germany.
- (3) Should any provision of these General Terms and Conditions be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by the applicable statutory provision.
- (4) Any amendments or supplements to these General Terms and Conditions must be made at least in text form unless a stricter form is required by law.
- (5) These General Terms and Conditions have been prepared in the German language. Where translations, in particular into English, are provided, they are intended solely for information purposes and to facilitate understanding. Only the German version of these General Terms and Conditions shall be legally binding.
- (6) The interpretation of these General Terms and Conditions and of all contracts concluded on the basis thereof shall be governed exclusively by German law and the German language.
- (7) To the extent permitted by law, the place of performance for all obligations arising from the business relationship shall be Munich, Germany.