

Terms and conditions of Organic Bamboo Industries Ltd

of September 21, 2015

Art. 1 Scope of contract

The business relationship between Organic Bamboo Industries Ltd and the customer is subject to the following terms and conditions.

Art. 2 Contract

The contract becomes effective by completing the electronic order form and clicking the button "buy" or by signing a written contract. With the completion of the purchase the customer recognizes our terms and conditions. The customer agrees to provide truthful information. Minors confirm with their order that they have obtained the consent of their legal guardians for the business.

Art. 3 Descriptions

Description and technical data of our offers are only valid at the time of the online session or signing of the purchase contract. We reserve changes of formulation, color, appearance or texture as well as printing errors, price errors and delivery delays. All prices are in USD Dollar, including VAT but excluding shipping and packing.

Art. 4 Indemnity

We do not assume any liability for any damages or consequential damages which result from our products or the use of our website.

Art. 5 Delivery and delays

Deliveries in Switzerland will be shipped by the Swiss post office, to all other countries through a contract partner of ours. We reserve the right to make partial deliveries. Unless otherwise agreed, the delivery is made from our warehouse to the customer's delivery address. Information on the delivery delay is only binding if a specific date of delivery was expressly promised. Delays in delivery do not entitle the customer to damages or withdrawal from the contract. If the product ordered is no longer in stock, the customer is offered a replacement item or refunded if the purchase price is already paid.

Art. 6 Transport damages

In case of transport damages, please contact us immediately by mail, fill in the appropriate form and return it to us immediately.

Art. 7 Wrong deliveries

Wrong deliveries must be reported immediately upon receipt.

Art. 8 Shipping

For deliveries in Switzerland, a flat rate of USD 10.00 (including VAT) is charged. For deliveries to all other countries, the shipping charge is USD 50.00 (including VAT). We reserve the right to conclude individual shipping charges.

Art. 9 Payment

Payment must be made upon ordering online or by advance payment. Early payment does not entitle for a discount.

Art. 10 Retention of property

The product remains in the property of the vendor until complete payment is effected.

Art. 11 Limited warranty

Organic Bamboo Industries Ltd warrants its products for a period of 6 months from the invoice date against defects in materials and workmanship of the product purchased. Within this period, we reserve the right to repair or exchange, or if this is not possible, to refund the purchase price. Our warranty does not cover defects that are caused by wear and tear, improper treatment or damage by the customer or third parties, or by external circumstances. For all returns, our RMA form (www.bamqoo.com/rma) must be filled in and the original invoice attached. The goods must be returned in its original packaging and if possible and not disproportionate, in the original delivery box.

Art. 12 Data Protection

Organic Bamboo Industries Ltd undertakes to treat all personal information of customers confidentially and for internal use only. The data associated

with an order is only used for order processing.

Art. 13 Copyright

All web content available online and offline and all printed matters are subject to Swiss copyright law, trademark law and further intellectual property rights. The reproduction, adaptation, distribution or any other use requires the written consent of Organic Bamboo Industries Ltd.

Art. 14 Final provisions

Our products are only sold subject to the above policies. This shall apply even if they differ from those of the customer. If any provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. Organic Bamboo Industries Ltd reserves the right to modify these terms and conditions without notice.

Art. 15 Jurisdiction

This contract is governed by Swiss law. The Vienna Sales Convention (CISG) does not apply. Each party to this Agreement submits to the exclusive jurisdiction of the courts of the city of St. Gallen, Switzerland.

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