

Our General T&C, viewable at www.grimms.eu do apply.

If you wish to receive them in printed form, please contact us at info@grimms.eu.



In addition the following applies for US customers:

Resale of Products. Subject to these Terms and Conditions, and upon Grimm's notice of acceptance of the first order of Products from Reseller, Grimm's grants to Reseller a non-exclusive, revocable, non-transferable, non-sublicensable, personal license, to market, sell and distribute Products to end-users within the geographical territory consisting of the United States, excluding its territories, only. The Reseller agrees not to market, sell or distribute Products to any dealer, retailer, distributor, including, but not limited to any export distributor, wholesaler, physical store, Internet store, or knowingly to any person or entity that resells or intends to resell the Products on any open auction site (via Internet or otherwise).

Products: Order Requirements. Minimum order volume shall be as follows:

First and follow on orders, for resale by Reseller at physical retail stores (not for resale via Internet): \$300.00

For resale by internet and/or catalog retailers: \$3,000 minimum for first order, \$1,000 minimum for follow on orders

No "drop shipping" available.

First two orders for new accounts must be paid in full, in advance, prior to shipment. After that a credit application may be submitted.

Prices; Freight; Backlog Orders; Title. All prices are net US\$ prices, based upon Ex Works shipping terms and include packaging. Applicable freight costs are 15% of total ordered product value. Freight costs and additional freight costs for Backlog orders will be set forth on invoice. Grimm's reserves the right to make adjustments to pricing and products for reasons including, but not limited to, price changes, Product discontinuation, product unavailability, changing market conditions and advertisement errors. Notwithstanding anything to the contrary herein, title to Products shall remain with Grimm's until Grimm's receives payment in full from the Reseller in accordance with the applicable invoice.

Payment terms are Net 30 for accounts approved by Grimm's, at Grimm's sole discretion. Generally, Grimm's accepts the following credit cards: (Mastercard and Visa). Orders are not binding upon Grimm's until accepted by Grimm's. Reseller agrees to pay the total purchase price for the Products plus taxes and shipping as set forth on the Grimm's invoices. Invoices are due and payable within the time period specified on the invoice, measured and calculated commencing on the date of invoice, subject to continuing credit approval by Grimm's. Grimm's may invoice Reseller separately for partial shipments, and/or Grimm's may invoice Reseller for all of the Products described in an order for Products. Reseller agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law. Reseller shall pay a service charge in the amount of US\$25.00 for each returned check. Reseller will pay for, and will indemnify and hold Grimm's and its affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges, imposed on, in respect of, or otherwise associated with, any Product or order for Products. Reseller must claim any exemption from such taxes, fees or charges at the time of purchase and provide Grimm's with the necessary supporting documentation. In the event of a payment default by Reseller, Reseller shall be responsible for payment of all of Grimm's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. At Grimm's sole discretion, collection proceedings shall commence on accounts past due thirty (30) days, unless Grimm's and Reseller agree to alternative payment arrangements. In addition, if payments are not received as described above, Grimm's reserves the right to withhold Products until payment is received

Sale and Promotion of Products.

(a) Minimum advertised price (MAP) policy. You may sell the products for whatever price you desire, provided, that when you advertise the Product(s), e.g., via print, direct mail, broadcast, catalogue or Internet, the advertised price must be at the MAP price as follows: at least 2 x price set forth on Grimm's Reseller price list - \$0.01. For example, a product with a \$10.00 Reseller price, will have a MAP of \$19.99. Violation of this policy will result in immediate termination of your account and all unpaid invoices will immediately become due and payable. Sale prices advertised, published or broadcast within Reseller's physical store, are specifically excluded from the MAP policy.

(b) Reseller will at all times perform hereunder in a professional manner and in accordance with this Agreement and will conduct business in a manner that reflects favorably at all times on the Products and the good name, goodwill and reputation of Grimm's.

Limited Warranty. Products may vary slightly in design and/or color from catalogue or web site illustrations and are subject to change without prior notice. TO THE EXTENT ALLOWED BY LAW, GRIMM'S AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS AND/OR SERVICES.

EXCEPT AS SET FORTH HEREIN, AND SUBJECT TO APPLICABLE LAW, GRIMM'S AND ITS AFFILIATES MAKE NO OTHER, AND EXPRESSLY DISCLAIM ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PRODUCTS. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE

EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. RESELLER ACKNOWLEDGES THAT NO REPRESENTATIVE OF GRIMM'S OR ITS AFFILIATES, IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF GRIMM'S OR ITS AFFILIATES, THAT IS NOT A PART OF THIS AGREEMENT EXPRESSLY AMENDING THIS AGREEMENT.

Grimm's will not be responsible for and no liability shall result to Grimm's, or its Affiliates, for any delays in delivery or in performance, which result from any circumstances beyond Grimm's reasonable control, including, but not limited to, carrier delays, Product unavailability, delays due to acts of God, severe weather conditions, failure of power, fire, labor problems, acts of war, terrorism, embargo, Internet problems or acts or laws of any government or agency. Any shipping dates provided by Grimm's or any purported deadlines contained in an order for Products or any other document, are estimates only and are nonbinding. Reseller agrees that in the event Products are not delivered in accordance with an accepted order, Grimm's shall have Fourteen (14) days, excluding holidays, to deliver Products, and such period shall commence upon Grimm's receipt of reminder from Reseller. In the event Reseller does not receive the Products prior to the expiration of the above-described fourteen day period, Reseller may cancel the respective order with notice to Grimm's prior to delivery of the respective Products.

MANUFACTURER'S LIMITED WARRANTY.

One (1) year limited warranty for Grimm's GmbH products from the date of purchase.

EACH OF THE GRIMM'S GMBH ("GRIMM'S") PRODUCTS IS WARRANTED SOLELY AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP. IN NORMAL USE, FOR A PERIOD OF ONE YEAR FROM THE DATE OF ORIGINAL PURCHASE (the "WARRANTY PERIOD"). THIS LIMITED WARRANTY APPLIES ONLY TO THE ORIGINAL RETAIL PURCHASER OF THE PRODUCT (the "PURCHASER") AND MAY NOT BE TRANSFERRED. IN THE EVENT OF DEFECT IN MATERIALS AND/OR WORKMANSHIP, THE PURCHASER MAY BE ENTITLED TO EITHER A REFUND OR REPLACEMENT OF THE PRODUCT OR REPLACEMENT OF ITS COMPONENT PART OR PARTS, AT GRIMM'S SOLE DISCRETION.

KEEP PROOF OF PURCHASE AND ORIGINAL PACKAGING AND CAREFULLY INSPECT THE CONDITION OF THE PRODUCT PRIOR TO AND AFTER ASSEMBLY AND USE. SHOULD YOU OBSERVE ANY MATERIAL DEFECTS, DO NOT USE THE PRODUCT AND NOTIFY GRIMM'S, AS SOON AS POSSIBLE. FAILURE TO DO SO, WILL AMOUNT TO MISUSE. THIS WARRANTY COVERS NORMAL USE AND DOES NOT COVER THE PRODUCT IF IT HAS BEEN IMPROPERLY ASSEMBLED OR MISUSED. FAILURE TO HONOR ANY WARNING, TO SUPERVISE USE, TO INSPECT OR TO PROPERLY MAINTAIN THE PRODUCT OR DAMAGE TO THE PRODUCT, WHETHER OR NOT SUCH IS INTENTIONAL, SHALL INVALIDATE THIS WARRANTY.

THE WARRANTY STATED ABOVE IS THE MANUFACTURER'S ONLY WARRANTY APPLICABLE TO GRIMM'S PRODUCTS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY DISCLAIMED. NO VERBAL OR WRITTEN INFORMATION GIVEN BY GRIMM'S GMBH OR ITS AGENTS, EMPLOYEES, DISTRIBUTORS OR OTHER RESELLERS, SHALL CREATE A GUARANTEE OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. IN THE EVENT DISCLAIMER OF WARRANTY IS PROHIBITED BY LAW, BUT LIMITATION IS ALLOWED, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON GRIMM'S PRODUCTS, IS LIMITED TO THE WARRANTY PERIOD SET FORTH ABOVE. SOME STATES DO NOT ALLOW THIS EXCLUSION OR LIMITATION, SO THIS EXCLUSION AND/OR LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

LIMITATION OF REMEDIES AND DURATION OF IMPLIED WARRANTY. EXCEPT AS OTHERWISE AGREED IN WRITING BY GRIMM'S, (A) PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR A CLAIM OF ANY KIND WITH RESPECT TO THIS PRODUCT SHALL BE THE REMEDIES SET FORTH ABOVE; (B) GRIMM'S IS NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGE. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusions may not apply to you.

To submit a warranty claim during the Warranty Period, please contact customer service at info@grimms.eu for instructions on how to return the item.

All of our wooden products are handcrafted, hand assembled and hand painted. Each product is unique. Slight color or other imperfections may occur and such are not defects of materials or workmanship.

There is no warranty against the use of non-water-based paints, permanent markers, washable markers, or crayons, in association with our products. Damage to the surface can result from contact with some of these items.

Limitation of Liability. UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL GRIMM'S OR ITS AFFILIATES BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SUCH HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST RESELLER BY ANY THIRD PARTY; OR (C) ANY UNAVAILABILITY OF THE PRODUCT FOR USE. IN THE EVENT OF ANY LIABILITY INCURRED BY GRIMM'S OR ITS AFFILIATES, THE ENTIRE LIABILITY OF GRIMM'S AND/OR ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE DOLLAR AMOUNT PAID BY RESELLER TO GRIMM'S FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM.