

## General Terms of Sale and Delivery

1. **Acceptance and Execution of Orders**
2. **Delivery Term and Delivery Obligation**
3. **Prices**
4. **Reservation of Title**
5. **Warranty and Complaints**
6. **Payment**
7. **Place of Fulfillment and Venue of Jurisdiction**

---

### 1. **Acceptance and Execution of Orders**

All offers, sales and deliveries are governed solely by these terms of sale. Offers are always subject to change. A sale will not be concluded until our order confirmation has been received in writing. If, in the opinion of the ordering party, our confirmation deviates from any prior agreement made, the ordering party must object to this in writing immediately, otherwise our confirmation letter will be deemed to have been accepted. By submitting orders in writing the ordering party accepts our terms of sale and delivery. Any deviations from our terms as well as any ancillary or additional agreements are subject to written confirmation. Changes to or cancellations of orders will only be accepted if the goods are not yet ready for dispatch or manufacture. Quotations, designs and drawings remain our property and may not be reproduced or made available to third parties without our consent. These documents should be sent back on request in the event that the order is not placed.

### 2. **Delivery Term and Delivery Obligation**

The specified delivery terms will be observed wherever possible. All events of force majeure and unforeseen events shall release us from our obligation deliver within the delivery term and any liability for damages. We are also entitled to fully or partially withdraw from the delivery obligations entered into if the ordering party is in default with payment due.

### 3. **Prices**

Prices are quoted, unless explicitly agreed otherwise and confirmed by us, ex works and with no binding obligation for any follow-up orders. Likewise, any discounts granted do not apply to follow-up orders. If any cost increases should occur during the period between order placement and the fulfillment of the contract, we are entitled to impose a corresponding adjustment in price. This applies to all contracts which do not make express binding provision for delivery within three months of order placement. Shipping, unless arranged otherwise, will be executed for the account and at the risk of the ordering party. Shipping instructions will be taken into consideration wherever possible.

## 4. Reservation of Title

All objects delivered will remain our property until such point as the purchase price has been paid in full, including any ancillary claims and any claims for damages arising from the purchase contract. Checks will not be deemed payment until redeemed. Goods not yet paid for may not be pledged or used as collateral. The purchaser is under obligation to inform us of any third-party access to goods supplied under reservation of title. If the purchaser is in default of payment, the purchaser is obliged to deliver the goods to a location to be defined by us as our collateral at our request, or to send these to us at an address to be defined by us. The purchaser must take out adequate insurance to protect the deliverables against fire, break-in, theft and water damage at the purchaser's own expense for the duration of the reservation of title.

## 5. Warranty and Complaints

The warranty period for furniture is six months. For joinery work under the German Construction Contract Procedures (VOB/B) the warranty period is two years. This excludes damages caused as a result of existing moisture in the building or circumstances for which the manufacturer was not responsible. We do not assume any liability for deliverables that must be ordered from another supplier on the instruction of the customer. Notices of defects must be submitted immediately in writing following receipt of the goods, but within five days at the latest. Slight variations in design and dimensions are not deemed cause for complaint. In the event of justified complaints, we are entitled to rectify defects. The acknowledgment of notices of defects has no effect on our right to assert and enforce the consequences of the delayed complaint. Use or operation of the delivered object is deemed acceptance. We cannot be held liable for any incorrect or improper operation of the shipped goods by the ordering party. If we refuse to rectify defects, the ordering party shall only be entitled to claim a price reduction, not cancellation or compensation for damages. Claims for compensation of damages, as well as claims for the reimbursement of freight costs, labor costs and price differences for covering purchases are excluded in any case.

## 6. Payment

Billing will take place on the day of completion or, in the case of delayed delivery by the ordering party, on the day the item is ready to ship. Invoices are payable strictly net; one third is payable on order placement, one third upon starting assembly and the remaining amount immediately after invoicing. The ordering party will be deemed to be in default of payment without any special reminder. Checks will not be deemed as payment until redeemed. Where the due date for payment has been exceeded, default interest will be charged at the respective bank interest rate while reserving the right to enforce other rights. The ordering party may not withhold payments because of any counterclaims not recognized by us, offset these, or make deductions from invoices without our written consent. Complaints or differences in opinion will not release the ordering party from the obligation to make payment. Offers are made and contracts concluded subject to solvency or creditworthiness. If we receive information regarding the financial situation

of the ordering party deeming the granting of credit no longer justifiable, we are entitled, irrespective of the agreed payment terms, to demand immediate payment or security, or to withdraw from the contract without the ordering party receiving the right to claim compensation for damages.

## **7. Place of Fulfillment and Venue of Jurisdiction**

The place of fulfillment for the delivery, performance and payment is Dortmund. The sole venue of jurisdiction for all obligations of both parties to the contract arising from the contract or its dissolution is also Dortmund. The law of the Federal Republic of Germany applies exclusively. The application of the uniform law governing the international purchase of movable objects is excluded.