

## General Terms and Conditions

### Section 1 Offers and prices

All offers are non-binding.

The prices are based on the price list attached.

If no special delivery date is agreed, the prices valid at the time of purchase will be charged. Call and blanket orders are excluded from this regulation.

### Section 2 Payments

The invoices of the Supplier are due either with a 2% cash discount within 8 days or net within 30 days. Payments by cheque are only considered effected at the date the funds are credited by the bank of the Supplier. Drafts are only accepted as conditional payment after a corresponding previous agreement. Exchange charges are always borne by the Customer. In case of default of payment, standard banking interest is charged starting from the due date. The Supplier reserves the right to claim damage caused by delay.

Offsetting with counterclaims of the Customer is excluded for all conceivable cases unless the counterclaims are indisputable or have been legally established.

The Supplier is entitled to assign his claims from deliveries and services provided for financing purposes.

If the Customer is in default with a payment, all other claims become due immediately without requiring a separate notice of default.

For deliveries and services provided to customers abroad, it is explicitly agreed that all judicial and extrajudicial expenses for legal prosecution by the Supplier in case of default of payment of the Customer are borne by the Customer.

### Section 3 Order confirmation

The Customer accepts the conditions of the Supplier upon receipt of the order confirmation.

In case the Supplier learns of a significant deterioration of the financial situation of the Customer or similar unfavourable circumstances concerning the commercial behaviour or mode of payment of the Customer after submitting the order confirmation or invoice, the Supplier is entitled to either make delivery dependent on previous payment or another security deemed appropriate or withdraw from the contract.

### Section 4 Cancellation, withdrawal, return of goods

If the contract is cancelled following the express consent of the Supplier, the Supplier reserves the right to charge the costs of transport and installation and to claim compensation of the proven expenditure. The amount of compensation is limited to 20% of the order value of the invoice amount. In any case, an administration fee of 10% is charged.

For goods specially manufactured specially or procured for the Customer, withdrawal is excluded (see custom-made products).

The return of goods that the Customer has already used and return of damaged goods are excluded.

### Section 5 Delivery

If the Customer wants a packaging or special mode of dispatch, the additional costs arising from this will be charged separately.

### Section 6 Risk of transport

In case of dispatch by vehicle or a carrier contracted by the Supplier, the risk of transport is transferred to the Customer with handover of the goods.

The Supplier bears the risk of transport, i.e. the risk of loss or damage of the goods during transport neither the sender nor the recipient are responsible for and that have not been culpably caused by any third party, but only in case the recipient immediately provides the sender with a confirmation by the recipient or Customer on the delivery note or bill of lading, stating the type and extent of the transport damage incurred, if possible stating the details of how the damage happened and countersigned by the forwarding agent.

In case the Customer collects the goods with vehicles of its own or contracts carrier, the risk is transferred to the Customer when the goods are issued at the place of business of the Supplier.

### Section 7 Delivery times and terms of delivery

The delivery time is defined in calendar weeks. The Supplier determines the delivery date in the confirmed week.

If exceptional events the Supplier could not have foreseen or avoided despite reasonable effort in proportion to the individual case - irrespective of the fact whether these events occurred on the premises of the Supplier or of one of his subcontractors - especially regulatory action, disruption in operations, industrial action, natural disasters, delayed delivery of essential raw and auxiliary materials, prevent the Supplier from fulfilling his obligations, the delivery time is reasonably extended. If the above-mentioned events render the provision of the service impossible, the Supplier is exempt from his contractual obligation without that this grants the Customer the right to withdraw from the contract or claim compensation.

The contractual parties must immediately notify the other party if impediments of the aforementioned type occur.

If deliveries, including those in the context of framework contracts and call orders, are not accepted in due time, the Supplier is entitled to charge the additional costs arising thereof (e.g. for storage) and to claim compensation.

### Section 8 Warranty

A 2-year warranty is provided starting from the time of handover of the goods. The warranty covers all defects arising from material, workmanship or construction flaws. The warranty does not cover any natural wear and tear or defects arising from improper handling (e.g. installation in wet spaces in new buildings, storage in damp basements or in attics, insufficient protection from heat, improper cleaning or operation, wilful damage as well as modification of the furniture by third parties).

No warranty is given for custom-made products that have been manufactured in accordance with the specifications or design documentation of the Customer if the defects are attributable to flaws in this design documentation.

The warranty liability only comes into effect if the Supplier or his agent are notified of the defect in writing immediately after it became known. The Customer must remove the objected product from use immediately.

If the Customer processes or sells the goods after becoming aware of a defect or after he should have noticed it, all warranty claims are excluded. The same applies if the Customer has performed any repair work on his own authority.

### Section 9 Product testing / notice of defects

The result of the incoming goods inspection must be documented on the back of the delivery note after receipt. Any clearly visible damage must immediately be notified to the Supplier in writing; any hidden defects must be notified within 7 weekdays after delivery of the goods.

Customary dimensional or geometrical deviations for justified technical reasons and unrecoverable deviations in colour, e.g. natural differences in the wood colour, are no grounds for complaint. Negligible flaws do not entitle the Customer to withhold payment.

No guarantee can be made on the exact conformity with the colour samples as well as on the absolute uniformity of the veneers used for different pieces of furniture with veneer surfaces.

In case of justified complaints, the Supplier is entitled to either repair the goods or provide replacement. The Customer is only entitled to withdraw from the contract or to reduce the purchase price if the Supplier does not repair or replace the defect within a reasonable period of time or if this repair or replacement does not correct the defect.

Return shipments are only permitted with the consent of the Supplier. The Customer bears any costs of return shipments that the Customer is responsible for.

The Supplier does not assume any responsibility for any work performed by the retailer on its own authority, such as anchoring wall units, electrification of office work stations, etc.

### Section 10 Liability

The Supplier is liable for intent or gross negligence insofar as required by law. Any liability of the Supplier for slight negligence is excluded in any case.

Further claims against the Supplier, including claims in tort, claims arising from violation of contractual subsidiary duties and/or claims for compensation for defects or consequential damage are also excluded.

### Section 11 Retention of title

The Supplier retains ownership of the delivered goods until all claims arising from the business relationship with the Customer have been settled.

The Customer is entitled to sell these goods in the ordinary course of business, provided he fulfils his obligations arising from the business relationship with the Supplier in due time. However, he must neither pledge the goods subject to retention of title nor transfer them as a security.

In case of default of payment on part of the Customer, the Supplier is (after a reminder) entitled to request the surrender of the goods subject to retention of title, even without withdrawing from the contract and without setting a period of grace.

The Customer already now transfers all claims and rights arising from the sale the Supplier has ownership rights to or leasing of the goods (which may be permitted to the Customer) to the Supplier for the purpose of security. The Supplier hereby accepts this transfer.

The Customer carries out any treatment or processing of the goods subject to retention of title for the Supplier. If the goods subject to retention of title are processed together or inseparably combined with products belonging to the Supplier, the Supplier becomes co-owner of the new item in proportion of the invoice value of the goods subject to retention of title to the other products processed or combined at the time of processing or joining. In the event that goods belonging to the Supplier are inseparably joined to other movable objects to form a uniform object and if the other object is considered the main object, then the Customer must transfer pro-rated co-ownership to the extent the main object belongs to him. The Customer retains ownership or co-ownership for the Supplier. Further, the same applies to the object created with the processing or connection and mixing as to the goods subject to retention of title.

The Customer must immediately notify the Supplier of any enforcement measures initiated by third parties involving the goods subject to retention of title or other claims or miscellaneous securities by surrendering the documents required for an intervention. The same equally applies to any other types of impairment.

In the event that the value of the existing securities exceeds the secured claims defined by the aforementioned provisions by more than 20 percent overall, then the Supplier is insofar obligated to release securities at the discretion of the Supplier at the request of the Customer.

### Section 12 Samples and drawings

The Supplier retains the ownership and copyright of images, drawings, other documents and samples. They must be returned immediately on request and must not be surrendered to third parties without the consent of the Supplier.

Unless otherwise agreed, samples must be returned within a month or purchased. Custom-made samples must be purchased in any case and cannot be exchanged.

Custom-made products are products not manufactured in series and are not included in any price lists. Special-colour versions in accordance with colour samples provided are custom-made products as well, unless no written agreement has been made. The Customer assumes full liability to ensure that no third-party property rights are violated by the use of drawings, samples or other items provided.

### Section 13 Place of execution and jurisdiction

Unless stated otherwise in the contract, the place of business of the Supplier is the place of execution and jurisdiction.

These General Terms and Conditions and the entire contractual relationship between the Supplier and the Customer are governed by the laws of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

If the Customer is a merchant, legal entity under public law or special fund under public law, or for Customers with domicile or registered office abroad, the court responsible for the place of business of the Supplier has exclusive jurisdiction.

### Section 14 Changes to the contract and the General Terms and Conditions

Subsequent changes, amendments or extensions, or the complete or partial dissolution of the provisions agreed and of these General Terms and Conditions, require the written confirmation of the Supplier.

A delayed, neglected or missed exercise of rights on the part of the Supplier is not considered a waiver.

### Section 15 Exclusive validity of the General Terms and Conditions of the Supplier

The General Terms and Conditions of the Supplier apply exclusively. The Supplier does not accept any opposing or differing general terms and conditions of the Customer unless the Supplier has explicitly agreed to their validity in writing.

The General Terms and Conditions of the Supplier also apply if the Supplier performs the delivery without reservation with knowledge of the opposing or differing general terms and conditions.

The General Terms and Conditions apply for both consumers and companies unless a distinction is made in the corresponding section.

### Section 16 Note on dispute resolution

The online dispute settlement platform of the European Commission can be accessed at: [ec.europa.eu/consumers/odr/](https://ec.europa.eu/consumers/odr/) LEUWICO GmbH is not obliged to participate in dispute settlement procedure and does not participate in consumer dispute resolution proceedings.

### Section 17 Final remark / severability clause

In the event that individual provisions of this agreement prove to be invalid, the validity of the remaining provisions will not be affected. In lieu of the invalid provision, a valid provision is agreed upon which comes closest to the meaning and purpose of the invalid provision. The same applies if any gaps in the contract are identified on execution of the contract.