



General Terms and Conditions

§ 1 Application of the Terms and Conditions

The following General Terms and Conditions apply to all offers, sales, deliveries and services of the Seller.

All alterations or amendments, even if they have been agreed upon with the Seller, must be confirmed by the Seller in writing to be valid. This also applies to any waiver of the written form requirement.

Conflicting confirmations by our contractual partners with reference to their own Terms and Conditions or Terms of Purchase are expressly rejected herewith.

§ 2 Conclusion of Contract

1. Specifications given in prospectuses, advertisements, (weight, illustrations, names as well as the dimensions and construction) are – also with regard to prices – subject to change without notice and without obligation. The Seller is only obliged to abide by specially drawn up offers for a period of 30 calendar days.

2. Orders and agreements, including those concluded with sales representatives and employees of the Seller, must be confirmed by the Seller in writing. This also applies to any subsidiary agreements and to the warranty of properties.

3. The description and specifications stated on conclusion of the contract represent state-of-the-art technology at this point in time; within the scope of this contract the Seller expressly reserves the right to revise the product or change the design, provided these revisions or changes are not of a fundamental nature and they do not significantly affect the contractual purpose.

4. The Seller retains the unrestricted proprietary rights, rights of utilization and copyrights to all quotations, drawings and other documents; the quotations, drawings or documents may not be made available to any third person or persons. Drawings and other documentation related to the quotations must be returned immediately on request if the Seller is not awarded the contract.

5. The confirmation of order/declaration of acceptance must be examined without delay to verify the number of items, the dimensions, the technology and construction, and any complaints in this regard must be made immediately. If the customer does not lodge any objections forthwith, production will be carried out in accordance with the specifications on the order confirmation. Subsequent alterations will only be carried out if Seller has given express confirmation in writing. Alterations entail additional costs, which will be charged to the Buyer. Prototypes and samples serve only as approximate illustrations with regard to the quality, dimensions and color.

If there is no written confirmation of order, the quotation given by the Seller will be authoritative for the scope of delivery, provided the customer has placed his order within the necessary time period.

§ 3 Payments, Prices

1. All invoices of the Seller must be paid within the period specified on the invoice. Interest will be charged if the payment date is exceeded. Any other terms of payment must, in principle, be agreed upon when concluding the sale.

2. As long as all invoiced amounts due have not been paid, the Seller is under no obligation to provide further services or goods. If the Buyer exceeds the terms of payment or if the Buyer risks becoming insolvent, all of our invoices relating to our business relationship with the Buyer will fall due immediately, even if a deferral of payment was previously agreed upon.

3. Standby credits and terms of payment may be revoked at any time. Payments must be made to the banks or accounts specified on our forms.

4. The Seller's sales representatives are not authorized to accept payments.

5. Checks given in payment are only accepted on account of performance.

6. The Buyer is not entitled to offset any claims against the Seller with the Seller's claims from this agreement, unless the Buyer's claims are undisputed or have become res judicata. The same applies to any exercise of the right of retention.

7. All prices are net and exclude sales tax which the Buyer is obliged to pay in compliance with the respective statutory requirements, unless otherwise stated.

All prices are ex works and include loading but exclude packaging, which is additionally charged; we do not take back packaging. Euro-pallets should be exchanged on delivery or must be paid for in accordance with the order confirmation. If more than four months have passed from the date of conclusion of the contract until the agreed upon and/or the actual date of delivery, then the Seller's prices valid at the time of delivery will apply.

§ 4 Delivery Date

1. Delivery dates or periods, which may be either agreed upon or without obligation, must be given in writing. The delivery period commences on the dispatch of the confirmation of order, but not before the customer has supplied all necessary documents etc. and not before the Seller has received an agreed down payment.

2. The date on which the articles to be delivered leave the works or the date on which the Buyer is informed that the goods are ready for shipping is authoritative for compliance with the term of delivery. We are not liable for delays in delivery or performance if they are due to force majeure or to events making it difficult or even impossible for the Seller to perform his obligations – these include, in particular, strikes, lockouts, official regulations, traffic or transportation problems such as traffic jams, road closures, interruption of operations and the like when these occur to our suppliers or sub-suppliers – even if we have agreed on a fixed date or period of delivery. Such events entitle

us to postpone the delivery or service for the period of the obstruction plus an additional appropriate lead time or to withdraw, in whole or in part, from the agreement because of the part of the agreement which was not complied with. If the obstruction lasts for more than 3 months, then, after giving the Seller a fixed additional period in which to perform his obligations, the contracting partner is entitled to rescind from the agreement with regard to the part of the agreement which has not been fulfilled. If the runtime of the agreement is extended or if we are no longer bound to a previously fixed date or period of delivery, then the contractual partner has no right to claim compensation for delay.

3. The Buyer must give the Seller an additional statutory period in which to perform his obligations of six weeks; this additional period begins when the Seller receives notice of this extension of the delivery period.

4. The Buyer is only entitled to demand compensation for damages if the owner or senior executives of the Seller caused the damage with intent or by gross negligence.

5. We are at all times entitled to effect partial delivery or partial performance of services.

6. In every case, the Seller's compliance with delivery dates or periods requires the prior clarification of all technical details and, where necessary, the prior disclosure of all necessary specifications and the provision of all necessary documents, permits, authorizations, etc. by the Buyer; the Buyer must likewise create all the necessary prerequisite conditions, and, depending on the individual agreement, any contractually agreed upon down payments must have been credited to the Seller.

§ 5 Shipping

1. From the moment the shipment has been consigned to the company responsible for transportation or has left our warehouse, the risk passes to the Buyer, if he is an entrepreneur. If shipping is impossible due to reasons for which we cannot be held responsible, then the risk shall pass to the Buyer on the date on which the Buyer, who is an entrepreneur, was informed that the goods are ready for shipping. This also applies even if we have agreed to assume the costs of shipping and cartage.

2. If shipment of the goods is delayed for reasons for which the Buyer must be held responsible, then the risk shall pass to the Buyer on the date on which the notification that the goods are ready for shipment was sent out.

§ 6 Retention of title

1. The following securities are granted to the Seller until such time as all claims (including outstanding balance claims) of the Seller with any legal basis against the Buyer and his group company, now or in future, have been settled; if the securities exceed the Seller's claims by more than 10%, the Seller will release some of these securities on request at the Seller's option.

2. The goods remain the property of the Seller. All machining activities or alterations are always carried out on behalf of the Seller as the manufacturer, however without obligation for the Seller. If the (co-)ownership of the Seller is extinguished due to combination with other materials, the contracting parties do herewith agree that the (co-)ownership of the Seller in the unitary article shall pass in proportionate value (based on the effective invoiced amount) to the Seller. The Buyer shall store the (co-) owned property of the Seller free of charge. Goods of which the Seller has (co-)ownership will be referred to in the following as "goods subject to retention of title" or "reserved goods".

3. The Buyer is entitled to process and sell the reserved goods in the ordinary course of business, as long as he is not in default. Pledging or transfer of the reserved goods by way of security is not permitted. The Buyer assigns herewith any claims relating to the reserved goods arising from their resale or from any other cause in law (insurance, unlawful act) in full to the Seller by way of security. The Seller authorizes the Buyer to recover the claims assigned to the Buyer on his own account and in his own name; this authorization can be revoked at any time. On request by the Seller the Buyer will disclose the assignment of claims and provide the Seller with the necessary information and documents.

4. In the event that any third party attempts to obtain possession of the reserved goods, the Buyer will advise this third party that the reserved goods are the property of the Seller and will inform the Seller without delay of any such attempts. The Buyer shall be liable for all costs or damages incurred.

5. In the event of behavior contrary to contract on the part of the Buyer – in particular if the Buyer is in default of payment – the Seller is entitled to take back the reserved goods at the Buyer's cost or to demand assignment of the Buyer's right to restitution of the goods from a third party. Such taking back or attachment of the reserved goods by the Seller does not constitute a rescission from the Agreement – unless the Abzahlungsge- setz [German installment-purchase law] applies.

§ 7 Warranty and Liability

The legal regulations apply with the following proviso:

The Seller expressly draws attention to the fact that the material used is "Wood" (a natural product), which can be negatively affected by temperature, dampness and weather changes. (See our information brochure on "Workbench and solid wood countertops")

1. If the Buyer is an entrepreneur, he must notify us without delay and in writing of any defects, at the latest within one week of taking receipt of the supplied goods. If any defects are subsequently found which could not have been discovered within this period, even after careful inspection, then we must be notified of their discovery without delay and in writing.

2. The warranty period regarding goods and chattels supplied to companies or corporations is 1 year.

For consumers, the standard legal regulations apply.

This does not apply to any claims arising from injury to life, body or health which are ascribed to negligence or an intentional breach of duty on the part of the Seller or negligence or an intentional breach of duty on the part of a legal representative or a vicarious agent of the user.

3. The Seller shall be liable for defects of the supplied goods within the scope of the legal warranty and to the exclusion of additional claims as follows:

a) Any defective parts will be either repaired free of charge or exchanged for new parts according to our – the Seller's – own equitable discretion, if the supplied goods are unusable or their utilization is very limited by virtue of defects which are demonstrably due to circumstances occurring prior to the passing of risk, in particular, defective construction, poor materials or deficient execution. However, the Seller must be given the opportunity to verify the reported defects in situ or allow the defects to be verified. All parts exchanged become our property. If the defective parts are third-party products, the contractual partner may either demand the assignment of our – the Seller's – liability claims against our suppliers or oblige us to assert these liability claims against our supplier on the Buyer's behalf.

b) Insofar as we have been supplied with materials from our suppliers, our warranty shall be limited exclusively to the functioning of the whole product.

c) In order to be able to carry out all apparently necessary rectifications and replacement deliveries, after the Seller has been notified, the Buyer must allow the Seller sufficient time and give him the opportunity of rectifying the defects or replacing the parts, otherwise we shall be released from our obligation to remedy the defects.

d) With regard to the direct costs accruing from the rectification or replacement, the Seller shall only bear the costs of the replacement parts, including the costs of shipping and of assembly and disassembly, if the complaint was justified.

e) The Seller can refuse to remedy the defects as long as the Buyer is not prepared to fulfill his contractual obligations concurrently as the defects are remedied.

f) We do not accept any liability for damages ensuing from any of the following reasons: unsuitable or incorrect use and storage, incorrect assembly by the contractual partner, and incorrect or negligent handling.

g) We are not liable for the consequences of any improper alterations or corrective maintenance carried out by the Buyer and/or by a third party without our previous permission.

h) § 8 points 3 "a" to "g" do not apply to consumers.

§ 8 Place of Performance

Place of performance, both for delivery (shipping) and for payments, is the registered offices of the Seller, i.e., D-88515 Langenenslingen-Andelfingen in the district of Biberach, Germany.

§ 9 Limitation of Liability

1. The Seller's liability is limited – with the exception of claims arising from injury to life, body or health – to gross negligence and intent. This also applies to damages caused by vicarious agents or legal representatives.

2. The Seller is unlimitedly liable for claims arising from injury to life, body or health.

3. With regard to companies and entrepreneurs the liability of the Seller is limited, as outlined in section 1 above, to such damages as could typically have been foreseen at the time of concluding the agreement. Section 2 above remains unaffected.

§ 10 Venue

Insofar as the Buyer is a merchant, a legal body under public law, or a special fund under public law, the exclusive venue for both parties for all disputes arising, either directly or indirectly, from the contractual relationship shall be the Amtsgericht Riedlingen [Local Court of Riedlingen] or the Landgericht Ravensburg [District Court of Ravensburg]. This also applies in other cases if the domicile or usual place of abode of the Buyer is unknown at the time of filing the suit.

§ 11 Partial Invalidity

In the event that one or more of the above provisions should be or become invalid, this will not affect the validity of the remaining provisions. The invalid or unworkable provision shall be replaced by an effective and valid provision which, as far as possible, fulfills the original economic purpose of the invalid provision(s).

§ 12 Applicable Law

All legal relations between the Buyer and the Seller shall be governed by the law of the Federal Republic of Germany. The Uniform Law on the International Sale of Goods is excluded.

§ 13 Final Clause

Data of our customers and of interested parties acquired by us in the context of our general business relations is stored by us in accordance with the German Data Protection Act [Bundesdatenschutzgesetz].