

These General Terms and Conditions of Sale, Delivery and Payment apply to business transactions with entrepreneurs, legal persons under public law and special funds under public law.

1. General, Offer and Purchase Order
  - 1.1 Our deliveries and other services are made exclusively on the basis of these General Terms and Conditions of Sale, Delivery and Payment (hereinafter „Terms and Conditions“) and the „Important Information“ printed on the respective price lists. These Terms and Conditions also apply to all future transactions, even if this is not expressly agreed again.
  - 1.2 We shall not be bound by deviating, conflicting or supplementary terms and conditions of the Customer unless we have expressly agreed to their application. This also applies if the Customer's general terms and conditions are sent to us with the purchase order, in a letter of confirmation or in another manner and we do not expressly object to them or we make the delivery to the Customer without reservation.
  - 1.3 Offers and purchase orders shall not be binding until we have issued our written order confirmation.
  - 1.4 Oral agreements or agreements made on the telephone shall only become components of the contract if they are confirmed by us in writing.
2. Prices
  - 2.1 Prices are in EURO including packaging and excluding any costs of transportation, the respective applicable value added tax, customs duty and charges and other public levies ex our warehouse.
  - 2.2 Unless a price has been expressly agreed, the respective price list applicable at the time the contract is entered into shall be the decisive basis for calculating the price. This also applies to follow-up orders. References by the Customer to earlier orders („as usual“) refer to the model numbers only.
  - 2.3 We reserve the right to alter the prices accordingly if, after conclusion of the contract, cost reductions or cost increases result, particularly owing to collective agreements, material and energy cost adjustments or alterations of the costs of transportation providing the delivery does not take place within two months of conclusion of the contract. On request the Customer shall be provided with proof of the cost increases.
3. Handling and processing of customer supplied fabrics
  - 3.1 Fabrics submitted for handling and processing are to be sent free of charge to our factory, supplied rolled up and in clean packaging including a delivery note with details of the order.
  - 3.2 The defined amount of material required for processing of single colored flat-weaves shall be calculated from the selvage. If this type of cut is not possible, any additional material necessary will be subsequently requested. In the case of pattern repeat coverings and cut-edge processing (on request) the amount of material has to be determined in advance.
  - 3.3 The underlying principle will apply: Materials sent to us will be processed without checking for their suitability. We accept no liability for the formation of wrinkles or errors in the weave or other defects, which result from the materials sent to us. If it should emerge that unsuitable material was supplied, then no warranty claims can be made. The customer shall bear any additional costs we incur, in particular for goods returned, difficulty in processing, etc.
4. Delivery and Delivery Period
  - 4.1 The delivery item shall be determined by the order confirmation. Information contained in advertising and printed material is not legally binding.
  - 4.2 Slight deviations from the sample on show or information contained in the brochure which are customary in the trade in terms of dimensions, finish and colour can arise from the type of products which we manufacture. They do not give the Customer a right to assert claims for defects. In particular, we are unable to guarantee identical colours in the case of materials and leathers, veneers and lacquer work. This also applies to follow-up orders.
  - 4.3 We reserve the right to make part-deliveries unless they would be unreasonable for the Customer. Part-deliveries shall be deemed unreasonable if the part-delivery cannot be used by the Customer in the framework of the contractually designated use and the Customer will incur significant additional expenses or additional costs as a result.
  - 4.4 All deliveries shall be EXW from our warehouse (INCOTERMS 2010). The delivery times we give shall not be binding as a matter of principle unless we have committed to or agreed a fixed delivery period or delivery date. Any delivery period committed to or agreed or delivery date committed to or agreed shall cease to apply in the event that amendments are made to the contract unless the amendment is insignificant. If shipping has been agreed, the delivery times and delivery dates refer to the time when the delivery items are handed over to the carrier.
  - 4.5 In the event of force majeure, particularly in the event of industrial action, such as strike and legal lock-outs, and in the event of other obstacles to performance for which we are not responsible, the delivery or performance period shall be extended by a reasonable period. We shall inform the Customer about the beginning and end of such circumstances. The same applies if one of our suppliers does not supply the correct items to us or does not supply them on time.
  - 4.6 The rights of both parties regarding termination and rescission are subject to the law. The Customer can only claim compensation subject to the conditions set out under 10.
  - 4.7 On our request, the Customer shall declare within a reasonable period whether it wants to rescind the agreement as a result of the delay in delivery and/or is demanding compensation in place of delivery in accordance with 9. or is insisting on performance. If the Customer does not exercise this right to choose within a reasonable period, its right to performance shall lapse.
5. Passage of Risk and Default of Acceptance
  - 5.1 If the goods are shipped at the request of the Customer, the shipping shall be at the Customer's risk, whereby the beginning of loading shall be decisive for the passage of risk. In the event that shipping is delayed for a reason for which the Customer is responsible, risk shall pass to the Customer when the goods are ready to be dispatched and the Customer is notified accordingly.
  - 5.2 If the Customer does not collect the goods in due time, we shall invoice the Customer for them and store them at the Customer's cost and risk. This shall not affect our right to performance or other rights. We shall only take out insurance at the express request and at the cost of the Customer. In the event that the goods are stored on our own site, we reserve the right to claim a fixed price of EUR 1 per m<sup>3</sup> for each day of storage. The parties reserve the right to prove that lower or higher costs were incurred.
6. Terms of Payment
  - 6.1 The purchase price shall be due for payment in accordance with the respective terms of payment.
  - 6.2 We only accept cheques and bills of exchange by prior arrangement; acceptance shall be as conditional payment. The Customer shall bear any costs associated with acceptance.
  - 6.3 We reserve the right to only make outstanding deliveries or to provide outstanding services in return for advance payment or security if, after entering into the agreement, the Customer's financial situation or the recoverability of any security furnished deteriorates significantly or this becomes clear after entering into the agreement and this puts the payment of an account payable to us at risk - even if any security furnished is realised. Deterioration of the recoverability of a security shall also include, in particular, the case where a commercial credit insurance policy which we have chosen to take out to cover the Customer's outstanding debts is no longer sufficient. If, after we have set a reasonable deadline, concurrent payment has not been made or a security furnished, we may rescind the agreement after fruitless expiry of the deadline.
  - 6.4 The Customer shall only be entitled to a right of retention or right of set-off with counterclaims if we have acknowledged its counterclaims, they are undisputed or have been determined with binding legal effect.

7. Retention of Title
  - 7.1 The goods sold shall remain our property until full payment of all of our claims arising from our business relationships, including those arising in future. When balancing the account, the retention of title shall act as security for the balance claim.
  - 7.2 The Customer shall only be permitted to sell the goods subject to retention of title in the ordinary course of business. For the event that the Customer sells the goods on to a third-party, the Customer hereby assigns to us, now in advance as security, all claims and rights in their entirety which accrue to it from the sale. We hereby accept this assignment.
  - 7.3 The Customer is entitled and is under an obligation to collect the assigned claims in the framework of its ordinary course of business providing that it is not in default with its payment obligations to us. Our right to collect these claims ourselves remains unaffected. Providing that the Customer meets its payment obligations to us and its creditworthiness and reliability are not impaired, we shall not, however, revoke its authority to collect the claims and shall not collect the claims ourselves.
  - 7.4 If the collection authority is revoked in a justified manner, the Customer shall inform the debtors of the assignment without undue delay and provide us with all information necessary to collect the claims and provide us with all of the documentation we require for this purpose. Any securities to which the Customer is entitled for the assigned claims shall be surrendered or transferred to us as appropriate.
  - 7.5 If the retention of title or the assignment of claims should be invalid or unenforceable as a result of mandatory foreign legal provisions, the security which corresponds to the retention of title or assignment of claims in the respective legal system shall be deemed to have been agreed. If the Customer's cooperation is necessary for this, it shall take, at its own cost, all measures necessary to explain the situation and obtain the security.
  - 7.6 The Customer shall inform us without undue delay in writing of attachments of the goods and/or the assigned claims or other claims which third parties assert with respect to the goods. In the case of attachments, it shall also simultaneously send us a copy of the attachment report so that we can take action against this, especially third-party proceedings to prevent the execution of a judgment pursuant to section 771 of the German Code of Civil Procedure (Zivilprozeßordnung). Where the third-party is not in a position to reimburse us the court or out-of-court costs of a claim, the Customer shall be liable for the damage we incur unless it was not responsible for this.
  - 7.7 We undertake to release the above securities at the Customer's request where the realisable value of our securities exceeds the claim to be secured by more than 10%; we shall choose which security we wish to release.
  - 7.8 Asserting retention of title, taking goods back and attachment of the delivered goods by us shall not constitute rescission of the agreement if we do not expressly declare that we are rescinding the agreement. In the event that we take goods back, we are entitled to dispose of the goods, after a prior warning and after expiry of a reasonable period, at our free discretion in the best possible manner. After deduction of the costs associated with the sale, the proceeds from the sale shall be set off against our purchase price claim and any other claims, especially to compensation owing to default with payment.
8. Warranty
  - 8.1 We shall not be liable on the basis of public statements made by us or our agents if and to the extent that the Customer is unable to prove that the statements influenced its purchase decision. We shall not be liable either if and to the extent that we were not aware of the statement and should not have been aware of the statement or if the statement had already been corrected at the time when the Customer made its purchase decision.
  - 8.2 Unless otherwise expressly agreed, the information about our products, especially the pictures, drawings, descriptions and references to norms and specifications in our offers and brochures do not constitute guaranteed characteristics and/or guarantees of durability within the meaning of sections 434, 443 of the German Civil Code (Bürgerliches Gesetzbuch) but are only descriptions or labels. The same applies to samples supplied.
  - 8.3 The duty to examine the goods and report defects shall be in accordance with the statutory provision in section 377 of the German Commercial Code (Handelsgesetzbuch). If, in an exceptional case, we bear the risk of shipment, any defects shall be reported to us and the carrier observing the requirements set out in section 428 of the German Commercial Code (Handelsgesetzbuch).
  - 8.4 If the goods are faulty at the time of passage of risk and if we have been properly informed of this in accordance with 8.3, the Customer shall first give us an opportunity to remedy the defects or to deliver replacement goods („Subsequent Performance“) at our discretion. The Customer is also entitled to rescind the agreement or reduce the purchase price in accordance with the statutory provisions. The Customer can only demand compensation in accordance with 9.
  - 8.5 Claims by the Customer to reimbursement of the expenses necessary for the purpose of Subsequent Performance, especially shipping, transportation, work and material costs, are excluded to the extent that the costs increase as a result of the item of delivery having been subsequently moved to a location which is not the Customer's place of business unless moving the item to another location corresponds to the designated use. If the Customer's request that defects be remedied turns out to be unjustified, the Customer shall bear the resulting costs, unless it was not responsible for these.
  - 8.6 We shall not be liable for damage to the goods which results from natural wear and tear, unsuitable or improper use or use which is not in line with the contractual use, faulty assembly, excessive use or improper modification, improvement or repair work by the Customer or a third-party, or from faulty or negligent treatment, unless we are responsible for this.
  - 8.7 Claims by the Customer owing to material and legal defects with the exception of any claims to compensation pursuant to 9. shall lapse on expiry of one year after delivery of the item to the Customer. The statutory provisions on the limitation period for product liability claims (section 12(1) of the Product Liability Act (Produkthaftungsgesetz)), arising from recourse to the supplier in the case of deliveries made to an end-consumer (section 479 of the German Civil Code (Bürgerliches Gesetzbuch)) and fraud (section 438(3) no. 1 of the German Civil Code (Bürgerliches Gesetzbuch)) remain unaffected.
9. Compensation and Cost Reimbursement Claims
  - 9.1 We shall be liable for our own intent and gross negligence as well as the intent and gross negligence of our statutory representatives or vicarious agents. Where our statutory representatives or vicarious agents cannot be accused of intent, our liability shall, however, be restricted to the foreseeable damage typical for the type of contract.
  - 9.2 We shall also be liable without restriction in the event of culpable injury to life, body or health by us, our statutory representatives or vicarious agents, and in the event that a defect is fraudulently concealed or in respect of a warranty. In the latter case the scope of the liability shall be in accordance with the warranty declaration.
  - 9.3 We shall also be liable in the case that we, our statutory representatives or vicarious agents culpably breach such duties, which must be fulfilled in order to make performance of the contract possible in the first place and on which the Customer regularly relies and is entitled to rely. Where our statutory representatives or vicarious agents cannot be accused of intent, liability shall, however, be restricted to the foreseeable damage typical for the type of contract.
  - 9.4 We shall still be liable in cases of mandatory statutory liability in accordance with the respective provisions, for example under the German Product Liability Act (Produkthaftungsgesetz).
  - 9.5 In all other respects, liability for compensation and cost reimbursement claims is excluded - irrespective of the legal grounds.
  - 9.6 Where our liability is excluded or restricted, this also applies to the personal liability of our employees, workers, staff, representatives and vicarious agents.
  - 9.7 The Customer shall inform us without undue delay and in detail and consult with us if it intends to file a claim against us in accordance with the above provisions. The Customer shall give us an opportunity to examine the claim.
10. Final Provisions
  - 10.1 Should individual provisions of these Terms and Conditions be or become invalid, this shall not affect the legal validity of the other provisions. In such a case the parties shall conduct negotiations on the basis of the principles of good faith with the objective of replacing the invalid provision with a valid provision which reflects as closely as possible the economic intention of the invalid provision. This applies accordingly in the event of a lacuna.
  - 10.2 Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this contractual relationship, including matters concerning bills of exchange or cheques, is Herrenberg. We also reserve the right to file a claim against the Customer at its general place of jurisdiction at our discretion.
  - 10.3 The contractual relationship is exclusively subject to German law excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).