

General Terms and Conditions

I. Scope of Validity

Our delivery and payment conditions, to which our customer agrees upon placement of the order, shall exclusively apply. They shall apply only to business transactions with merchants as well as legal persons under public law. They shall apply to all delivery contracts and our other services in current and future business relationships, even if no specific confirmation of order is issued within the context of a business relationship. Deviating agreements and conditions shall be binding only upon written confirmation by us.

It is agreed that German law shall apply. The United Nations Convention on International Sale of Goods (CISG) and the rules of international private law shall not apply.

II. Conditions of Sale

We deliver only on the basis of our General Terms and Conditions. Series-produced furniture will be sold as per sample or catalogue and delivered as true to the sample as possible; otherwise, the delivered goods shall be of average kind and quality. Minor colour, grain, pattern and shape deviations customary in the trade shall be in conformity with the contract. If it is impossible to deliver the goods in the state offered upon completion of the contract because of interim changes made on serial products we shall be entitled to withdraw from corresponding delivery contracts and/or to deliver the changed version. In the aforementioned case, we shall reserve the right to deliver the ordered product with minor deviations in colour, dimensions or features.

Quotations submitted by us shall remain subject to change. All orders require our written confirmation. Upon purchase or acceptance of goods ex factory or warehouse the delivery note shall be considered as confirmation of order. Oral subsidiary agreements shall also require written confirmation. Objections to the order confirmation or the confirmation of subsidiary agreements shall be reported to us without delay, but within 3 working days at the latest. Conditions of purchase of the purchaser, even if these are referred to in the order, shall not be recognized.

III. Prices

All prices are ex works, without packaging, unless otherwise agreed. Any deduction (e.g. discount, etc.) shall require a separate agreement. The prices valid at the time of delivery shall apply. If, for reasons for which the purchaser is responsible, delivery takes place only after expiry of the stated delivery period we shall be entitled to charge the prices valid at the day of delivery. In the case of price increases of more than 10% of the agreed price, the purchaser will be informed accordingly before dispatch. In this case, the purchaser shall have the right to declare withdrawal from the contract within a period of 5 days. Any further claims of the purchaser shall be excluded. All prices are exclusive of the applicable VAT.

IV. Delivery

1. All cases of force majeure, operational disturbances, lack of raw materials or operating materials, irrespective of the cause, strike, and all instructions from higher authority impairing the ability to deliver, shall free us for the duration of their effect, without any obligation to provide compensation, from observance of delivery times, and they shall also entitle us to withdraw, wholly or partially, from agreed delivery obligations without providing any compensation. We shall be entitled to the same rights if unforeseen rises in prices in the material and salary markets cause price increases which make delivery at the agreed prices unacceptable to us.

2. Otherwise, non-observance of delivery dates and delivery times by us shall entitle the purchaser to enforce its rights only if it has granted us an appropriate grace period of at least 4 weeks.
3. Unless otherwise agreed in writing, dispatch and packaging shall be at the expense of the purchaser. Dispatch route and type of dispatch shall be chosen by interlübke; delivery shall be made to the business address of the purchaser, which permits commercial deliveries in an appropriate manner. Deviating unloading sites have to be agreed in writing.
4. In the case of dispatch by vehicle or contract freight forwarder of interlübke, the risk of delivery shall pass to the purchaser upon delivery of the goods. The purchaser shall be obliged to provide sufficient staff and technical facilities (forklift trucks, etc.) for unloading of the furniture at its own expense. On collection of the goods by vehicle or contract freight forwarder of the purchaser, the risk shall pass to the purchaser upon provision of the goods at the commercial premises or warehouse. The goods shall remain uninsured and taking out transport insurance shall be the obligation of the purchaser if he deems this necessary.
5. In the case of unjustified non-acceptance of the delivered goods, all follow-up costs and damages shall be at the expense of the purchaser.
6. Returns of delivered goods shall not be accepted without prior written agreement of the seller.

V. Assembly

1. In the case of agreed assembly, the customer shall be obliged to ensure a proper driveway directly to the premises to be fitted. Where transport means, such as cranes and lifts, are available, these shall be provided to us or our commissioned subcontractors free of charge.
2. The purchaser shall be liable for storage of the delivered chattels at the site of assembly. This shall include, in particular, storage of objects in a theft-proof manner and under dry conditions.
3. The purchaser has to ensure that assembly can be performed without delay; in particular, that fitters will not be hindered by other craftsmen. Furthermore, the rooms to be fitted in the assembly area shall be provided, if necessary, heated, cleaned, sufficiently illuminated and with connections for power supply. The costs for power and water consumption shall be at the expense of the purchaser. Floors shall be made non-slippery by the purchaser and sufficiently covered in order to avoid any contamination or damage.
4. If, as part of assembly, connections with objects of the purchaser or of third parties (e.g., fixing at masonry) are necessary, the purchaser shall be obliged to inform us about any dangerous sites before commencement of the work, and in particular we shall be informed about the exact routing of power, gas, water and other conduit systems.
5. We shall not be obliged to examine the characteristics of walls or objects on which fixings are necessary as part of assembly. On the contrary, the purchaser shall be obliged to inform us about any characteristics of walls or objects that might jeopardize simple and trouble-free assembly. Any additional expenditure arising due to unknown characteristics of walls or objects shall be at the expense of the purchaser.
6. Any additional costs caused by overtime work prompted by the purchaser, and assembly delays as well as work not included in the order confirmation, or work arising due to insufficient inventory, shall be charged additionally and separately. This also applies if we accepted assembly on a flat rate basis or if the assembly work has been granted as a discount.

7. Cleaning of the premises after completed assembly shall be done by the purchaser at its own expense. In the absence of contractual agreements to the contrary, the assembly services offered by us shall not include assembly and connection of electrical equipment of any kind or lighting fixtures. Unless agreed otherwise, this work shall be commissioned by the purchaser. Any packaging material that arises shall be disposed of by the customer at its own expense.

VI. Acceptance, Purchase on Demand

If, despite being requested to do so, the purchaser does not specify a specific delivery date within a term of one week, we shall be entitled to deliver the entire ordered quantity without setting a further deadline or notification, or else to store it in our warehouse or with a third-party at the purchaser's expense. Upon expiry of the one-week term, the risk of accidental perishing and deterioration shall pass to the purchaser. The same shall apply accordingly in the case of purchases on demand if the purchaser has not retrieved the ordered quantity within 4 weeks after completion of the goods.

In the aforementioned cases the purchase price shall be payable immediately after expiry of the one-week term. We shall be entitled to claim storage fees.

VII. Payment

1. Unless agreed otherwise, our invoices shall be payable strictly net cash within 20 days of the invoice date, and in the case of partial deliveries payment shall be due on a corresponding pro rata basis. Issuance of a bill of exchange excludes any agreed cash discount deduction even if the purchaser bears the discount charges.
2. The date of the invoices is the loading date.
3. If, despite prior notification, the purchaser or its customer is not present at the date of delivery, and if the purchaser has failed to promptly inform us about this fact in advance, the purchaser shall have to pay for all arising additional costs, in particular for attempted deliveries or storage costs. Furthermore, in the case of a vain delivery attempt the payment claims shall be due immediately if the purchaser or its customer was aware of this and failed to notify us in good time to prevent this.
4. Issuance of a bill of exchange shall be permitted only after prior written agreement and shall be accepted as payment only subject to the discount option. All costs, including any discount, shall be at the expense of the purchaser.
5. Offsetting on the part of the purchaser shall be permitted only with undisputed or legally established claims. Assertion of a right of retention by the purchaser shall be excluded, unless it is based on the same contractual agreement, or the counterclaims are undisputed or have been legally established.
6. Our invoice receivables shall be payable, from the due date and even in the absence of any reminder, with an interest rate of 5% above the applicable basic interest rate of the ECB. The purchaser shall be free to provide evidence that there has been no damage caused by delay or not in this amount. § 353 HGB (German Commercial Code) and § 286 BGB (German Civil Code) shall remain unaffected. Assertion of higher damages caused by delay shall not be excluded.
7. In the case of default of payment by the purchaser or in the case of VII. Item 3, we shall be entitled to compensation, in particular to compensation for expenditures, transfer for use and impairment of value, as follows: For expenditures incurred as part of the contract, e.g., outgoing and return transport, as well as assembly costs etc., we shall receive compensation in the amount actually incurred.

The hourly rate per member of staff is 60.00 EUR plus VAT, and the travel allowance is 1.10 EUR per km plus VAT. This estimation of costs shall also apply in all other cases of these General Terms and Conditions, by which the purchaser has to bear the costs. If the purchaser is in default in taking the delivery, it shall be required to pay any storage costs incurred after a default period of more than 14 days. The storage costs amount to 5.00 EUR per m² and per day.

8. If the purchaser fails to cash a cheque or bill of exchange, if it is in default with any payment, if he stopped payment, or if there are any facts that are to be regarded as being equal to suspension of payment, all outstanding invoice amounts shall be payable immediately.
9. Regarding deliveries that have not yet been made, in the aforementioned cases we shall be entitled to retain outstanding deliveries and request preliminary payment or provision of securities, irrespective of further legal options. The same applies if there occur any events on the part of the purchaser that raise doubts about its creditworthiness, or if we only subsequently become aware of such circumstances, which were already present before conclusion of the contract. If the preliminary payment or provision of securities is not provided within a specified grace period, we shall be entitled to withdraw from the contract or to claim compensation because of non-performance.
10. In the cases mentioned in VI. Item 8. and Item 9. we shall furthermore be entitled to wind the contractual relationship directly with the final customer.
11. Notices of defects shall not be regarded as release from the obligation to timely payment.
12. We shall be entitled to assign the claims from our business relations. Where factoring has been agreed, all payments have to be made with debt-discharging effect, exclusively to VR-Factoring GmbH, Hauptstraße 131-137, 65760 Eschborn, Germany, to which we have assigned our current and future claims from our business relations. We have also assigned our reserved property to VR-Factoring GmbH.

VIII. Compensation for Non-performance

If the purchaser fails to accept properly ordered goods, or if the purchaser declares even before delivery, verbatim or to the same effect, even through silence, upon a corresponding written request containing an appropriate indication of the legal consequences of this paragraph, that it will not accept the goods, we can withdraw from the contract without any further reminder and claim compensation instead of performance. Subject to proof of a higher damage, we can request a lump sum compensation amounting to 20% of the purchase price as compensation. The purchaser shall be free to provide evidence that no damage has been caused or that the damage caused was much lower.

IX. Reservation of Title

1. We reserve the property rights on the object of purchase until receipt of all payments (purchase price, transport costs, default interest, other damage caused by delay, etc.) arising from the existing business relation with the orderer. If the orderer behaves in a way contrary to the contract, in particular in the case of delayed payment, we shall be entitled to take back the object of purchase. This shall not represent any withdrawal from the contract unless we declare this in writing. Seizure of the object of purchase by us shall always represent a withdrawal from the contract. After taking back the object of purchase we shall be entitled to make use of it, and the proceeds realized by this use shall be credited against the liabilities of the orderer, less appropriate utilization costs. We shall be entitled to take

possession of the object of purchase ourselves, and the orderer shall expressly agree thereto, so that this shall not represent any trespass.

2. The orderer shall be obliged to treat the object of purchase with care; in particular, it shall be obliged to insure the objects at adequate replacement value, at its own expense, against fire, water and theft damages.
3. In the case of seizures or other interventions of third parties the orderer has to inform us without any delay in writing in order to enable us to take action according to § 771 ZPO. Unless the third party is capable of compensating us for the legal and extrajudicial costs of a lawsuit according to § 771 ZPO, the orderer shall be liable for the loss incurred by us.
4. The orderer shall be entitled to utilize the object of purchase further in the proper course of business; however, it will already assign all claims to us, in the amount of the final invoice amount (including VAT), which will arise from resale or further processing, against its buyers or third parties, irrespective of whether the object of purchase has been utilized further without or after processing. The seller hereby accepts the assignment. The orderer shall remain authorized to collect this claim even after assignment. Our right to collect the claim ourselves remains untouched thereby. However, we undertake not to collect the claim as long as the orderer fulfils its payment obligations arising from the proceeds collected, is not in payment default and, in particular, if no application for opening of insolvency proceedings or conduct of out-of-court conciliation proceedings with the creditors about debt clearing has been made (§ 305 I No. 1 InsO), and there is no cheque or bill of exchange protest or suspension of payment. However, if this is the case, we can request that the orderer informs us about the assigned claims against the debtor, provides us with all information required for collection, submits the relevant documents, and notifies the debtor (third party) about the assignment. The collection authorization shall relate to the entire balance claims.
5. We undertake to release the securities, to which we are entitled, upon request by the orderer, insofar as the realizable value of our securities exceeds the claim to be secured by more than 45% (20% value reduction, 4% § 171 I InsO, 5% §171 II InsO, and value added tax (currently 19%) at the statutory rate). Unless the seller provides proof of a lower value of the goods subject to reservation of ownership, the purchase prices of the purchaser are to be taken as realizable value, less any permissible valuation markdown of maximally 45% of the claim to be secured (20% value reduction, 4% §171 I InsO, 5% § 171 II InsO and value added tax at the statutory amount – currently 19%) because of possible losses. The choice of securities to be released shall be up to us.

X. Warranty

1. We warrant for the delivered goods for a period of 24 months from the delivery date. The warranty period for electrical appliances and illumination delivered by us is six months.

The following, in particular, shall be excluded from warranty:

- Goods provided by the purchaser
- Damages arising from defects in the inventory (e.g. defective masonry, humidity in living rooms, etc.)
- Compatibility of the materials used by us with other parts and characteristics of the room to be fitted, e.g., third-party fittings, light colours, room climate, heating and/or the like
- Improper use, faulty operation or treatment, non-observance of the assembly recommendation, natural wear

2. The purchaser shall be obliged to check the goods for possible defects without any delay and to notify us immediately in writing of any material defects, while nonvisible defects and errors shall be reported immediately after their discovery. In the case of obvious material defects, the term starts with delivery of the goods. Type and degree of the asserted defect have to be clearly evident from the notice of defects. If defects and errors are not reported in a timely manner, delivery shall be regarded as being approved and claiming of the warranty entitlement shall be ruled out.

The purchaser fulfils its obligation to check the goods if it inspects the goods, without opening the packaging, with appropriate methods for externally visible quantitative or qualitative defects. Suitable checking methods are, in particular but not exclusively, (i) verification of the delivered quantity of goods, (ii) visual inspection of the packaging, and (iii) checking of the goods for externally visible transport and/or other damage.

Complaints regarding packaging, mirrors, glass, marble, ceramics etc. are to be noted down on the delivery slip on acceptance of the goods.

Until settlement of a notice of defect the goods, to which the notice of defects refers, must not be sold or changed without our consent; otherwise, the purchaser shall lose its warranty rights.

3. In the case of a justified notice of defect, it shall be our choice to correct the goods, take them back or provide a replacement. In the case of two failed attempts at rectification the purchaser shall be entitled to withdraw from the contract. Any further warranty claims, in particular claims for compensation due to non-performance, shall be excluded. In the case of rectification the purchaser has to dispatch the goods upon request to us in the manner specified by us. If additional expenditures arise in connection with the rectification because the goods purchased have been transported after delivery to a site other than the business premises of the purchaser, the purchaser shall bear the additional costs incurred thereby.
4. Upon completed rectification or replacement delivery the warranty shall remain limited to the original period stated in Item 1.

XI. Right of Retention / Offsetting

Assertion of a right of retention shall be excluded unless the purchaser is entitled to warranty claims from the same contract agreement that are recognized against a purchase price claim or that have been legally established. Likewise, offsetting with counterclaims shall be excluded unless these are undisputed or have been legally established.

XII. Compensation

Any claims for compensation against us, our legal representatives and vicarious agents, because of inadmissible actions, violation of obligations during contract negotiations, positive breach of contract, default and other compensation claims shall be excluded. This does not apply if our legal representatives and vicarious agents have acted with intent or gross negligence.

XIII. Data Protection

We shall be entitled to store and use the data obtained as part of the business relation as provided in the Federal Data Protection Law. We shall be released from the notification obligation.

XIV. Advertisement

It shall be regarded as being agreed that objects fitted by us can be used for advertising purposes (reference lists, brochures, press releases, etc.) by stating the name of the purchaser and with illustrations of the fitted object. In this connection, the purchaser shall grant us the right to take photographs of fitted objects.

XV. Miscellaneous

Sample books, catalogues, photos, illustrations, sketches, etc. shall remain our property and can be claimed back any time. Our products and trademarks that are subject to patent, copyright, and design protection, must not be copied, even if there exists no design protection. Documents intended exclusively for the purchaser must not be made accessible to third parties. Samples and product or surface samples shall be regarded as approximate demonstration pieces for quality, dimensions, and colour. These are no guaranteed characteristics, and this applies, in particular, to DIN information.

XVI. Place of Jurisdiction

The District Court of Rheda-Wiedenbrück shall be responsible for all litigation irrespective of the amount in controversy. We shall be free to call upon the Regional Court of Bielefeld if there is an appropriate amount in controversy. This jurisdiction agreement shall apply only to business relations with full merchants and legal entities of public law.

XVII. Severability Clause

If individual provisions prove to be ineffective or become ineffective because of any subsequent circumstance, the effectiveness of the other provisions shall remain unaffected thereby.