

GENERAL STANDARD TERMS AND CONDITIONS FOR THE FURNITURE TRADE

These General Standard Terms and Conditions are an essential and integral part of every offer and every agreement concluded with us. Any customer's general standard terms of purchase that contradict these General Standard Terms and Conditions shall not be binding upon us unless they have been accepted by us in advance in writing. Verbal collateral agreements, additions or amendments to these General Standard Terms and Conditions are not valid unless confirmed by us in writing. Our offers are without obligation.

I. Conclusion of Contract

1. In the case of goods not in stock the customer shall be bound by the purchase order (contractual offer) for three weeks.
2. On expiry of that time the contract shall be formed unless the seller has previously declined the contractual offer in writing.
3. Subclause 2 notwithstanding, the contract shall be formed before the time of three weeks has elapsed if
 - the contract has been signed by both parties, or
 - the seller has accepted the purchase order (contractual offer) in writing, or
 - the seller accepts advance payments of the purchase price.

II. Prices

1. The prices are firm prices and are inclusive of value-added tax.
2. Special work agreed in addition and not included in the purchase price, such as decorative work, will be invoiced in addition and due for payment at delivery or acceptance. Among other things this includes any filler panel work requested by the customer.

III. Proviso to Make Unilateral Changes

1. Series production furniture is sold as per sample or illustration. Items made to order in accordance with Subclause XIII.1 are sold according to the relevant contractual agreement.

2. There shall be no entitlement to delivery of display pieces unless otherwise agreed at conclusion of contract.
3. Quality claims in respect of the goods ordered may be made only to the extent that they can be made equitably or in accordance with ordinary trade usage in respect of goods in the same price range as the goods ordered.
4. Wood surfaces are subject to colour and grain variations in accordance with ordinary trade usage and acceptable to the customer.
5. Leather and textiles (e.g. upholstery fabrics and decorative fabrics) are also subject to variations in accordance with ordinary trade usage and acceptable to the customer with regard to minor variations in the finish compared with leather and fabric samples, in particular in the shade.
6. Measurements are also subject to deviations in accordance with ordinary trade usage and acceptable to the customer.

IV. Installation

1. If the seller has doubts about the suitability of the walls for installation of wall-mounted items of furniture, the seller shall inform the customer before installation.
2. The seller's staff are not authorised to carry out work beyond the scope of the seller's obligations to perform under the contract. If such work is nevertheless carried out by the seller's staff at the customer's request this shall not affect the contractual relationship between seller and customer.

V. Delivery

1. If delivery/dispatch of the goods by the seller or the latter's appointed carrier is stipulated this shall be effected including any necessary packing to behind the customer's first lockable door. Lorry access and unloading must be guaranteed.
2. If the customer requests special packing or a special shipping method the extra expenses arising will be invoiced separately.

VI. Delivery Period

1. If the seller is unable to meet the agreed delivery period the customer shall grant an appropriate extension of the delivery period beginning on the date of receipt of the customer's written default notice or, in the event of a delivery period fixed according to the calendar, upon expiry. If the seller does not deliver by expiry of the extended delivery period the customer can cancel the contract.

2. Disruptions to the seller's or its suppliers' business for which the seller is not responsible, in particular strikes and lockouts and instances of force majeure based on an unforeseeable event arising without fault, shall extend the period accordingly. The customer shall be entitled to cancel only if in such cases it sends a written delivery reminder after expiry of the agreed delivery period and delivery to the customer then does not take place within an appropriate extension of time to be set from receipt of the customer's written reminder by the seller. In the event of a delivery period fixed according to the calendar the extension of time to be set shall commence upon expiry of that period.
3. This shall not affect the statutory provisions concerning compensation in lieu of performance.

VII. Reservation of Title

1. (1) The goods remain the seller's property until full discharge of all obligations arising from this contractual relationship.

(2) The customer shall safeguard the seller's title analogously even if the goods delivered are not destined directly for the customer but for a third party and shall expressly draw the consignee's attention to this reservation of title.

2. Any change of location and third party encroachment, in particular seizure, shall be notified to the seller in writing without delay, in the case of seizure enclosing the bailiff's record.
3. In the event of failure to fulfil the customer's obligations according to Subclauses 1 (2) and Clause 2 the seller shall have the right to cancel the contract and reclaim the goods.

VIII. Passing of Risk

1. In the case of delivery/dispatch of the goods by the seller or the latter's appointed carrier as per Subclause V.1. the risk of having to pay the purchase price despite loss or damage shall pass to the customer at delivery of the goods to the customer.
2. In the case of collection of the goods by the customer's own vehicles or a carrier appointed by the customer the risk shall pass to the customer at handover of the goods on the seller's business premises.

IX. Default in Taking Delivery

1. If, upon expiry of an appropriate extension of time to be set in writing with the threat upon expiry without result of cancelling the contract or demanding compensation in lieu of performance, the customer remains silent or expressly refuses to pay and/or take delivery without legal ground, the seller's claim to performance of the contract shall subsist. Instead of that it can cancel the contract and/or demand compensation in lieu of performance in accordance with Subclause 3.

2. (1) If the customer's default exceeds one month in duration the customer shall pay any storage expenses incurred.

(2) The seller can use the services of a carrier for storage.

3. (1) By way of compensation in lieu of performance in the event of customer's default as per Subclause 1 the seller can demand 25% of the purchase price without any deductions unless the customer can prove that no loss or a smaller loss than that has occurred.

(2) In the event of a particularly great loss, for example in the case of items made to order, the seller reserves the right instead of the flat-rate compensation as per Subclause 3 (1) to claim a proven greater loss.

X. Cancellation of Contract

1. The seller does not need to deliver if the manufacturer has ceased production of the goods ordered or in cases of force majeure insofar as these circumstances arose only after conclusion of contract, were not foreseeable at the time of concluding the contract and the seller is not responsible for the failure to deliver and, furthermore, the seller can prove that it has endeavoured in vain to obtain goods of the same kind. The seller shall notify the customer of the above-mentioned circumstances without delay and shall reimburse the counter-performances rendered without delay.

2. The seller shall have a right of cancellation if the customer has given incorrect information concerning facts material to its credit worthiness that are justifiably likely to jeopardise the seller's claim for performance. The same applies if because of objective insolvency the customer suspends payments or insolvency proceedings are commenced in respect of its assets. Subclause XI shall apply to taking back goods.

XI. Taking Back Goods

In the event of cancellation and taking back of goods delivered the seller shall be entitled to compensation for expenses, transfer for use and depreciation as follows:

1. For expenses incurred in accordance with the contract such as transport and/or installation expenses, etc.: compensation in the amount incurred.

2. For depreciation and transfer for use of the goods delivered, in the absence of a consumer credit transaction the following flat rates shall apply:

(1) For furniture except upholsteries, in the event of cancellation and taking back after delivery:

within the 1st six months	35% of the purchase price with no deductions
within the 2nd six months	45% of the purchase price with no deductions
within the 3rd six months	55% of the purchase price with no deductions
within the 4th six months	65% of the purchase price with no deductions
within the 3rd year	80% of the purchase price with no deductions
within the 4th year	90% of the purchase price with no deductions
within the 5th year	100% of the purchase price with no deductions

within the 6th year	100% of the purchase price with no deductions
(2) For upholsteries the depreciation in value in the event of cancellation and return after delivery shall be:	
within the 1st six months	45% of the purchase price with no deductions
within the 2nd six months	60% of the purchase price with no deductions
within the 3rd six months	75% of the purchase price with no deductions
within the 4th six months	90% of the purchase price with no deductions
within the 3rd year	100% of the purchase price with no deductions

With respect to our flat-rate claims it shall be left to the customer to prove that the seller has suffered no losses or only a smaller loss.

3. Subclauses X 1 and 2 shall not apply to rescinding of the contract as a result of effective cancellation following subsequent performance without result or to instances of cancellation and the customer's associated unrestricted right of return in the case of consumer contracts pursuant to Sections 355 ff. of the German Civil Code (BGB).

XII. Warranty

1. For remedying of a defect the customer shall first of all have the right of subsequent performance, with the option of choosing either rectification of defects (cure) or replacement delivery of goods free from defects.
2. The seller can refuse cure or replacement delivery if this necessarily involves disproportionate expense and the other subsequent performance option is available without significant detriment to the customer.
3. The customer can cancel the contract or demand reduction of the purchase price if subsequent performance has failed or has not been carried out within a reasonable time or if the seller has finally refused to carry out subsequent performance.
4. If the customer opts for cancellation as per Subclause 3 it shall return the defective goods. Otherwise, the provisions of the German Civil Code shall apply.
5. The warranty shall not cover damage for which the customer is responsible, for example damage sustained on the customer's premises due to natural wear and tear, damp, high interior temperature, intensive exposure to sunlight or artificial light, other temperature or weather factors or improper treatment.
6. Warranty claims shall become statute-barred in accordance with the legal provisions in force. The warranty period commences at delivery.
7. Otherwise, the foregoing shall not affect liability for the warranted qualities.

XIII. Items Made to Order

1. Goods that are not series-produced and/or not shown in price lists are deemed items made to order. Special colours and materials used at the customer's request are likewise deemed items made to order unless otherwise agreed in writing.
2. The seller retains all title to and copyright in illustrations, drawings, sketches, other documents and samples for items made to order. They shall be sent back without delay on request and shall not be passed on to a third party without the seller's consent.
3. The customer shall be liable for ensuring that the use of drawings, sketches, samples and other documents supplied by the customer does not infringe any third-party rights.
4. The seller assumes no responsibility for defects in items made to order that are based on the customer's information, instructions or design specifications and design documents.

XIV. Place of Jurisdiction and Place of Performance

1. The place of jurisdiction and place of performance shall be governed in principle by the statutory provisions of the Code of Civil Procedure or the German Civil Code.
2. If the customer does not have a place of general jurisdiction in Germany or moves its residence or usual place of abode outside Germany after conclusion of the contract or if its residence or usual place of abode is not known at the date of filing the action, the place of performance and place of jurisdiction shall be the seller's head office.