

GENERAL TERMS OF DELIVERY AND PAYMENT

1 General

- 1.1 Our deliveries, services and offers are exclusively made at the following terms. These shall also be valid for all future business relations, even if they are not expressly agreed in writing. Deviations from these terms and conditions of business, in particular the application of terms of purchase of the buyer, require our express consent in writing. Confirmation to the contrary of the buyer referring to his terms and conditions of business resp. purchase terms shall be excluded.
- 1.2 Our offers shall be subject to confirmation. Orders are only binding for us if we confirm them or fulfil them by sending the goods. Oral additional agreements shall only be valid if confirmed by us in writing.
- 1.3 Products and services shall be billed at the prices valid on the day the shipment is made, exclusive of the VAT applicable at that time.

2 Delivery

- 2.1 Deliveries shall be made according to the forms of delivery applicable to the individual products. From a net value of goods of € 500 on, delivery shall be free. If the net value of goods is under € 500, there will be a charge for delivery. Additional charges for express or self-shipment which are requested shall be billed separately.
- 2.2 Delivery dates or deadlines about which binding or nonbinding agreements are made must be made in writing. If an agreed delivery deadline is culpably missed, the shipping party shall only be considered in default of delivery after an appropriate extension of the deadline has been granted.
- 2.3 Insofar as we provide our own packaging and means of transport, our special packaging terms shall apply. Goods are packaged with the greatest possible care. Returned packaging is not accepted.

3 Force majeure

- 3.1 In cases of force majeure – that is, circumstances and events which cannot be prevented despite the exercise of the diligence of a proper business management – the contractual obligations of the parties shall be suspended for the duration of the disruption and the extent of its effect. If delays ensuing from such delays exceed a period of 6 weeks, both contractual parties shall be entitled to withdraw from the contract with respect to its scope of services. No other claims shall exist.

4 Shipment and transfer of risk

- 4.1 Loading and shipment are not insured and shall be carried out at the recipient's risk. The transfer of risk to the buyer shall take place at the moment the goods are handed over to the party commissioned to handle the shipment.
- 4.2 The goods shall be moved at the risk of the buyer, who is also responsible for insuring the goods. Noticeable transport damages shall be promptly reported to the forwarding agent who makes the delivery. Hidden transport damages shall be reported in writing within a period of 7 days to the forwarding agent making the delivery.
- 4.3 Insurance against transport and fire damage shall be taken out at the written request and at the expense of the buyer.

5 Terms of payment

- 5.1 Our invoices are due without deduction 30 days after the invoice date and payable strictly net cash.
- 5.2 In case of cash payment, the following terms shall apply:
within 10 days, 3% cash discount
within 30 days net
- 5.3 The payment due terms are always calculated from the date of the invoice.
- 5.4 Payment by bills of exchange shall require our approval. Expenses and charges for them as well as the risk of timely presentation and notice of protest shall be entirely born by the buyer.
- 5.5 If the deadline for payment is exceeded, interest in the amount of 8% above the applicable base lending rate will be charged, subject to the assertion of further damage.
- 5.6 Cash discounts for invoices not yet due shall only be permissible if there are no open invoices which are due but have not yet been paid by the buyer.
- 5.7 The buyer may only set off claims which are uncontested or which have been established by final court decision.

6 Warranties

- 6.1 All information about the suitability, workmanship and applicability of our products, any technical advice and other information are provided according to the best of our knowledge, but do not release the buyer from the obligation to perform his own checks and tests.
- 6.2 Promptly after receiving the goods, the buyer shall check if they are complete, accurate and contain no flaws. Noticeable flaws only shall result in warranty claims if they are reported to the seller in writing within one week of receipt of the goods. If the buyer believes there is cause for complaint, the goods must not be processed resp. further processed. If the goods are processed even though a defect of the goods was noticed or should have been noticed, the seller shall be free of any liability for damages and consequential damages. If so prompted by us and upon our request, the goods shall then be sent to us in their entirety or defective samples thereof for checking.

- 6.3 In the case of hidden defects, claims can only be asserted if the buyer or his customer provides proof that the under-floor is flawless, that suitable adhesives have been used, that the goods have been subjected to proper processing and normal use (which is defined as use that is customary for the recommended purpose and which is to be expected by the manufacturer) and that regular care has been applied. Deviations or slight deviations in quality, weight, size, thickness, width, equipment, pattern and colour which are customary in the trade shall not be considered defects.
- 6.4 If there are defects which we acknowledge, we undertake to provide a replacement. The statute of limitations for replacement claims is 2 years from the receipt of the goods. Replacements shall match the order as closely as possible. We reserve the right to colour deviations, because no warranty can be issued for replacements from the same production or batch as the previous shipment. Slight colour deviations may occur in the case of floor coverings of the same colour due to the different manufacturing process, which however does not constitute a cause for complaints.

7 Indemnity

- 7.1 Our liability for our own, slightly negligent performance as well as the slight negligence of our legal representatives, managers and simple vicarious agents shall be excluded, except in cases
 - a) of liability according to the product liability law or the principles of product liability as developed by jurisdiction,
 - b) of the violation of principal obligations or elementary collateral obligations of the contract,
 - c) of the violation of life, health or similar essential objects of legal protection
 - d) of the violation of express warranties of quality and other guarantees.
- 7.2 With respect to paragraph 7.1 b), the amount of compensation shall be limited to the damage that the liable party can foresee at the conclusion of the contract.

8 Retention of title

- 8.1 The goods sold shall remain our property until claims from the business connection with the buyer have been paid in full. The buyer shall be authorised to dispose of the purchased goods in ordinary course of business.
- 8.2 The retention of title shall also extend to the full value of the products that are created through processing, mixing or connection of the goods, whose manufacturer we shall be considered. If goods are processed, mixed or connected with goods of a third party which retains title to them, we shall obtain joint ownership at a pro rata ratio of the invoice amounts for these processed goods.
- 8.3 The buyer is subrogating to us any claims against third parties arising from the resale of goods to their full amount or to the amount of our joint ownership share (see para. 8.2), if any, as security for our property. He shall be authorised to collect these claims on our account until they are revoked or until payment to us is stopped. The buyer shall not be authorised to revoke these claims even for the purpose of assigning them by way of factoring, unless the obligation of the factor is also established to ensure that consideration is paid directly to us in the amount of our share of the claim as long as our claims towards the buyer exist.
- 8.4 The buyer shall notify us without delay by registered letter if third parties are accessing our goods and claims. The goods and the claims which take their place must neither be pledged to third parties nor transferred or assigned to them as security until our claims have been paid in full.
- 8.5 We reserve the right to exercise our retention of title according to § 323 German Civil Code (BGB) even if no deadline has been established.
- 8.6 If the value of the securities exceeds our claims by more than 20%, we will release securities of our choice accordingly upon request of the buyer.

9 Place of performance and place of jurisdiction

- 9.1 The law of the Federal Republic of Germany shall apply to the terms and conditions of business and all legal relations between us and the buyer. The applicability of the uniform law on the international sale of goods shall be excluded.
- 9.2 Place of performance for delivery and payment shall be Cologne.
- 9.3 For all disputes arising directly or indirectly from the contractual relationship, the place of jurisdiction for both parties shall be Cologne or another place of our choice if the buyer is a registered merchant, regardless of the value of the claim.
- 9.4 If a provision of these terms and conditions of business or a provision that is part of other agreements is or become void, this does not affect the validity of any of the remaining provisions and agreements.