objectflor®
Your Flooring Partner

General Terms and Conditions of Delivery and Payment

1. General

1.1 Our offers, deliveries and services are exclusively subject to the following terms and conditions. These shall also apply to all future business relations, even if they are not expressly agreed again in text form. Deviations from these terms and conditions, in particular the validity of the buyer's terms and conditions of purchase, require our express text-form acknowledgement. Counter-confirmations or orders of the buyer with reference to his terms and conditions of business or purchase are hereby objected to.

1.2 These terms and conditions shall only apply to entrepreneurs within the meaning of § 14 BGB (German Civil Code).

1.3 Our offers are subject to change. Orders are only binding for us if we confirm them or comply with them by sending the goods. Oral additional agreements shall only apply if confirmed by us in text form.

2. Delivery

2.1 Deliveries shall be made in accordance with the delivery forms applicable to the individual products. Irrespective of the value of the delivery, we charge a flat rate for logistics costs, which is agreed with the buyer. In addition, we may charge a logistics fee of 2.5 % of the net price of the goods. Depending on the value of the goods and the place of dispatch, we may also charge a handling fee and a sea freight fee. For direct deliveries to the end consumer, we charge an additional fee of EUR 59.90 net per delivery. Special requests regarding the mode of dispatch will be taken into account as far as possible against reimbursement of the additional costs.

2.2 Delivery dates or deadlines that are agreed as binding or non-binding must be in text form. In the event that an agreed delivery deadline is culpably exceeded, default in delivery shall only be deemed to have occurred after a reasonable grace period has been set.

2.3 Insofar as we provide our own packaging and means of transport, our special packaging conditions shall apply. Packaging shall be carried out with the greatest possible care. Unless otherwise agreed, in order to fulfil the obligations to take back transport packaging in accordance with § 15 of the German Packaging Act, we shall ensure that the transport packaging supplied by us is taken back from the buyer and recycled in a professional and proper manner. The return shall be effected by handover by the buyer at our registered office. The costs incurred for the return and recycling shall be borne by the buyer. If the transport packaging delivered by us is not returned in accordance with this regulation, the buyer shall be responsible for the proper and correct recycling of the transport packaging at his own expense.

3. Shipping and Transfer of Risk

3.1 Unless otherwise agreed in text form, loading and dispatch shall be uninsured at the risk of the buyer "EXW Incoterms (2020)" (referring to the warehouse/plant from which we deliver in each case). In deviation from sentence 1 and only if expressly agreed, we will ship the goods to the destination specified by the buyer at the buyer's expense (sale by delivery to a place other than the place of performance). We are entitled to determine the type of dispatch (in particular transport company, dispatch route, packaging) at our due discretion. The risk of accidental loss and accidental deterioration of the goods shall pass to the buyer in the case of sale to destination upon receipt by the buyer of our notice of readiness for dispatch or, at the latest, upon handover of the goods to the first forwarding agent or first carrier or the person otherwise designated to carry out the dispatch.

3.2 The buyer must notify us immediately in text form (e.g. by e-mail) of any recognisable transport damage after acceptance of the goods. In addition, recognisable transport damage must be documented by the buyer by means of photos and sent to us with the notification of the transport damage.

3.3 Insurance against transport and fire damage shall be taken out at the text-form request and expense of the buyer.

4. Force Majeure

4.1 Where it is impossible for us to meet our obligations under the contract or only to do so with delay, we are not liable to the extent that this is attributable to force majeure or other occurrences which were unforeseeable when the contract was concluded and for which we are not responsible (e.g. disruption to operations, fire, natural disasters, weather, flooding, war, insurgency, terrorism, transport delays, strikes, lawful lockouts, shortage of energy, raw or human resources, delays in the issue of necessary official permits, official/sovereign measures).

4.2 Failure of our upstream suppliers to supply us correctly or in time also constitutes an occurrence of this type if we are not responsible therefor, and if, at the time the contract with the customer was concluded, we had concluded congruent substitute transactions with our respective upstream supplier. This shall also apply if we conclude such congruent substitute transaction without undue delay after concluding the contract with the buyer.

5. Prices and Terms of Payment

Our prices are net prices plus statutory value added tax and any other fees or charges under public law. These prices are "EXW Incoterms (2020)". If we agree with the customer that the delivery of the goods will only take place after a call-off by the customer, the agreed conditions (including the agreed price) shall only apply if the call-off by the customer takes place no later than three (3) months after conclusion of the contract, although the goods were available for delivery by us earlier.

5.1 Our invoices are due without deduction 30 days after the invoice date and are payable net cash.

5.2 If the payment deadline is exceeded, interest in the amount of 9% above the respective base interest rate as well as the statutory flat rate of EUR 40 shall be charged, subject to the assertion of further damages.

5.3 Only undisputed or legally established claims entitle the buyer to set-off.

6. Liability for Defects

6.1 All information on the suitability, processing and applicability of our products, any technical advice and other information is given to the best of our knowledge, but does not exempt the buyer from carrying out his own tests and trials.

6.2 The buyer shall inspect the goods immediately upon receipt for completeness, correctness and externally visible damage. Defects recognisable upon delivery as well as hidden defects shall only lead to warranty claims if defects recognisable upon delivery are reported to us in text form (e.g. by e-mail) within one week after receipt of the goods or hidden defects within one week after their discovery. If the buyer believes that he has reason to complain about the delivered goods, the processing or further processing of the goods must be stopped. Insofar as the goods are further processed although a defect in the goods was recognised or should have been recognised, we shall be released from any liability for damages and consequential damages. Upon request by us and at our request, the goods shall be sent to us in their entirety or in the form of defective samples for inspection.

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 In the event of defects, we shall first deliver a defect-free item. Claims for defects shall become statute-barred within 2 years after handover of the goods. § Section 438 para. 1 item 2 BGB remains unaffected. We reserve the right to insignificant colour deviations, as a guarantee for replacement deliveries from the same production or batch as the previous delivery cannot be assumed. In the case of deliveries of floor coverings of the same colour, slight differences in colour may occur due to the different manufacturing process, which, however, do not entitle the customer to make a complaint.

6.5 If the item is defective and has been installed in or attached to another item in accordance with its type and intended use, we shall, at our discretion, remove the defective item ourselves or through third parties commissioned by us and install or attach a defect-free item or reimburse the buyer for the expenses required in this respect.

6.6 The buyer's recourse in case of a resale of the goods according to § 445a BGB is excluded.

7. Liability

7.1 Unless otherwise stated in these terms and conditions, we shall be liable for any breach of contractual and non-contractual obligations in accordance with the statutory provisions.

7.2 We shall be liable - for whatever legal reason - without limitation for damages for losses caused by an intentional or grossly negligent breach of duty by us or by one of our legal representatives or vicarious agents.

7.3 Our liability for our own slightly negligent conduct as well as slight negligence on the part of our legal representatives, executive employees and simple vicarious agents is excluded, except in cases of

a) a legally mandatory liability (in particular under the Product Liability Act),

b) the breach of essential contractual obligations (so-called cardinal obligations), i.e. obligations on the fulfilment of which the buyer regularly relies and may rely in order to achieve the purpose of the contract; in this case, however, liability shall be limited to the damage typically arising and foreseeable at the time of conclusion of the contract,

c) injury to life, health or similar essential legal interests, and

d) the breach of express warranties of quality and other guarantees as well as in the event of fraudulent concealment of a defect.

7.4 Insofar as liability is excluded or limited as above, this shall also apply to the personal liability of our legal representatives, executive employees and simple vicarious agents.

8. Retention of Title

8.1 The goods sold remain our property until full payment of our claims arising from the business relationship with the buyer. The buyer is authorised to dispose of the purchased goods in the ordinary course of business.

8.2 The retention of title also extends to the products created by processing, mixing or combining the goods at their full value, whereby we are deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of these processed goods.

8.3 The buyer already now assigns to us the claims against third parties arising from the resale in total or in the amount of our possible co-ownership share (cf. item 8.2) as security for the property. He is authorised

to collect these for our account until revocation or cessation of his payment to us. The buyer is also not authorised to assign these claims for the purpose of debt collection by way of factoring, unless the obligation of the factor is simultaneously established to effect the counter-performance in the amount of our share of the claim directly to us for as long as the claims on our part against the buyer exist.

8.4 The buyer shall notify us immediately by registered letter of any seizure by third parties of the goods and claims belonging to us. The goods and the claims replacing them may not be pledged to third parties or assigned or transferred by way of security before our claims have been paid in full.

9. Place of Performance and Jurisdiction

9.1 The law of the Federal Republic of Germany shall apply to these Terms and Conditions and the entire legal relationship between us and the Buyer. The applicability of the uniform law on the international sale of goods (CISG) shall be excluded.

9.2 Place of performance for delivery and payment is Cologne, Germany.

9.3 The place of jurisdiction for both parties, insofar as the buyer is a merchant, is Cologne, irrespective of the amount in dispute for all disputes arising directly or indirectly from the contractual relationship.

9.4 If any provision of these terms and conditions or any provision under any other agreement is or becomes invalid, the validity of all other provisions and agreements shall not be affected thereby.