

GENERAL TERMS OF DELIVERY AND PAYMENT

1 General

- 1.1 Our offers, deliveries and services are exclusively made subject to 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. Any deviating confirmations or orders by the buyer referring to its terms and conditions of business resp. purchase terms shall be excluded.
- 1.2 These terms and conditions apply only to entrepreneurs pursuant to § 14 of the German Civil Code (Bürgerliches Gesetzbuch, BGB).
- 1.3 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.
- 1.4 Products and services shall be billed at the prices valid on the day the contract is concluded, 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. Irrespective of the value of the delivery, we will charge a lump sum for logistics expenses to the extent agreed with the buyer. If the net value is less than EUR 500.00, we will charge an additional handling fee of EUR 24.50. Any special requests regarding the shipping method will be met if it is possible against reimbursement of the additional costs.
- 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 Shipment and transfer of risk

- 3.1 Unless otherwise agreed in writing loading and shipment are not insured and shall be carried out at the buyer's risk (EXW Incoterms 2010). 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.
- 3.2 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.
- 3.3 Insurance against transport and fire damage shall be taken out at the written request and at the 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 customer.

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 The payment due terms are always calculated from the date of the invoice.
- 5.3 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.
- 5.4 If the deadline for payment is exceeded, interest in the amount of 8% above the applicable base lending rate will be charged and the statutory lump sum of EUR 40, subject to the assertion of further damage.
- 5.5 The buyer may only set off claims which are uncontested or which have been established by final court decision.

6 Warranty for defects

- 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 us 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, we 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, we will first deliver a flawless product. The statute of limitations for claims based on defects is 2 years from delivery of the goods. Section 438 (1), second sentence, of the German Civil Code shall remain applicable. We reserve the right to marginal 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.
- 6.5 If the product has defects and has been installed in another product or attached to another product in accordance with its nature and its purpose of use, we will – at our discretion – remove the defective product ourselves or have it removed by third parties instructed by us and will install or attach a flawless product or reimburse the buyer for the expenses required in this regard.
- 6.6 Recourse of the buyer in the case of resale of the goods pursuant to § 445a of the German Civil Code is excluded.

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 Act (Produkthaftungsgesetz)
 - b) of violation of fundamental contract obligations, thus those obligations the due fulfilment of which the buyer relies on and may rely on, as a rule; in this case, the liability shall be limited to compensation for the foreseeable, typically occurring damage
 - c) of injury to life, health or similar essential objects of legal protection
 - d) of violation of express warranties of quality and other guarantees.
- 7.2 Where, as above, liability is excluded or limited, this shall also apply to the benefit of the personal liability of our legal representatives, executive employees and simple vicarious agents.

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.

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 (CISG) 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.