

## **1. General**

All job orders and assignments will be accepted and carried out only on the basis of the following conditions of sale. By submitting job orders, the client acknowledges these conditions expressly and in their entirety even if his/her conditions of sale deviate from these. The agreement is made when the seller gives written confirmation of the order. The seller has the right to carry out partial services.

## **2. Contents of agreement**

All offers are non-binding. They are made with the reservation that delivery is arranged by us, whereby we take responsibility for careful selection of our suppliers. Verbal side agreements must be confirmed in writing. For all fitting work, the building service work regulations (VOB) apply. The services equate to the general technical regulations (ATV) applicable to our work unless stated otherwise or special agreements are made hereafter and in the order confirmation.

## **3. Prices**

The prices are always ex warehouse including packaging. Calculation is in Euros based on the prices applicable on the day of delivery plus value added tax. For oversize deliveries, the next highest standard width will be used for calculation along with delivery of the off-cuts. For fitting services there will be an extra charge. For additional work caused by incorrect dimension specifications by the buyer/client, insufficient procurement, and preparatory measures not carried out in time or correctly by third parties, an additional charge will be made to the buyer/client. For any preparatory measures necessary beyond those specified in the framework of the DIN standard an additional charge will be made. For site measuring, the building shell dimensions are to be used in accordance with the DIN regulations. If services are required outside normal working hours, these will be subject to additional labour charges.

## **4. Freight and packaging**

The delivery is by freight forward unless special agreements have been made. Packaging is not charged for unless the client requires a special type of packaging.

## **5. Transfer of risk**

Once the goods leave the warehouse or are made available to the client, any risk associated with them is transferred to the buyer. If goods are returned for reasons not relating to the seller, the buyer carries any risk associated with the goods until they are taken over again by the seller. Transportation damage is to be reported to the seller immediately. If delivery is by way of road freight, damage is to be recorded on the consignment note immediately. If delivery is by way of rail, an official rail certificate describing the damage must be requested immediately and sent to the seller.

## **6. Delivery and delivery times**

The delivery and fitting date is the time stated in the order confirmation. It is approximate only. Changes or different version selections by the buyer/client, after the agreement has been made, require new delivery and fitting times. Disturbances in business operations, staff deficiency, strike and lockout in particular, that are not a fault of the seller/contractor, and cases of *force majeure* (act of God) that are a result of unforeseeable circumstances of no-one's fault will cause delivery and fitting times to be extended accordingly. If fulfillment of the

agreement is made impossible or impaired excessively as a result of the aforementioned disturbances, the seller/contractor is permitted to withdraw from the agreement. Delivery is according to the delivery dimensions applicable to the product. The rolls normally have deviations in length of up to 10%. Deviations in width of no more than +3 cm are due to the manufacturing process. For delivery arranged by us, the precondition is that the vehicle can drive up to and unload directly at the building under construction. Further transportation or impaired access from the vehicle to the building site will incur additional charges. For delivery above the 2nd floor, mechanical transportation aids are to be made available at the site. Stairways must be clear and accessible. Power for fitting and grinding work is to be made available onsite at no charge (alternating current 220 V 16 A delayed fuse). The areas to be covered must be free of obstruction. If work cannot be carried out as a result of obstruction, additional charges will be incurred (e.g. labour and transportation costs).

### **7. Warranty**

For noticeable or concealed defects, the statutory period of limitation applies. This also applies for defects in fitting work unless something else has been expressly agreed in writing. The parties are both in agreement that defects do not include:

- Optical differences in colour due to pile reversal (shading)
- Pressure points from furniture, etc.
- Damage as a result of incorrect care, fitting or treatment
- Production related and common deviations in quality, colour, thickness, weight, equipment and pattern
- Distortions under 4 cm where the width of the goods is 400 cm
- Length offset (rapport) relating to production
- Rolled up goods not rolled up in pile direction.

The buyer/client can demand repairs only in the event of warranty-covered defects or damage. He/she has no additional rights. The type of repair applied will be based on the evaluation made by the seller/contractor. The seller is free at all times to supply a replacement. The seller/contractor can refuse to rectify faults if the buyer/client has not fulfilled his/her obligations. If the goods are altered or bonded, even in part, the warranty will be rendered void unless the work has been carried out by the seller. The warranty for fitting is in accordance with the VOB (building service work regulations). Notices of defects must be submitted in writing without delay and no later than within one week after receipt, delivery or completion. If the notice of defect is made later, the warranty conditions will be rendered void in their entirety. The same applies if the buyer/client carries out changes him/herself or makes it difficult for the seller/contractor to determine the faults. Repair or replacement delivery does not affect or terminate the warranty period. If attempts at repair or replacement have no effect, the buyer/client can claim a reduction in price accordingly. Compensation claims, including those arising from a breach in the obligation to repair, are precluded unless they are a result of gross negligence or intent. In the event of gross negligence, compensation will be restricted to the foreseeable damage at the time of completion.

### **8. Liability**

For incomplete or faulty delivery by external companies, no liability will be accepted unless the seller/contractor is in breach of the obligation to exercise diligence in selection of the subcontractor. The buyer/client can demand abandonment of the demands of the seller/contractor instead. For direct and indirect damage that can be caused as a result of a breach in the agreement, liability is precluded where this is permissible.

## **9. Credit basis**

The prerequisite of the delivery obligation is credibility of the buyer. If the buyer has made false or incomplete claims about his/her person as to their credibility or ceases to make payments, or bankruptcy and composition proceedings have been applied for regarding his/her financial situation, the seller has the right to demand advanced payments or a deposit or cash payment without consideration of earlier agreements, or withdraw from the agreement. Furthermore, the seller/contractor has the right to demand sufficient guarantee of payment at any time without giving reason. Additional rights remain unaffected.

## **10. Title retention**

The delivered goods remain the property of the seller until complete payment has been made including fulfillment of all conditions of the business agreement between the seller and the buyer. The buyer is permitted to sell on the reserved goods by way of proper and correct business transactions; however, pawning or using the goods as collateral is not permitted. The buyer abandons all demands from resale of the reserved goods now over to the seller; the seller accepts this abandonment. Regardless of the abandonment and the confiscation right of the seller, the buyer is authorised to confiscate providing he/she fulfills his/her obligations to the seller and does not fall behind in payments. If required by the seller, he/she must provide details regarding the abandonment demands for confiscation and inform the debtor about the abandonment. Any possible reworking or alteration of the reserved goods is carried out by the buyer for the seller without obligations arising for the latter. In the event of alteration, bonding, mixture or combining of the reserved goods with other goods and items not belonging to the seller, the seller is entitled to the co-ownership share resulting from the new item in relation of the value of the reserved goods to the remaining reworked goods at the time of alteration, reworking, binding, mixture or combining. If the seller buys sole ownership of the item, the contract partners are in agreement that the buyer grants the seller co-ownership of the new item in relation to the value of the altered, reworked, mixed, bonded or combined reserved goods and holds this in trust for the seller without cost. If the reserved goods together with other goods are sold on, regardless of whether with or without altered, reworked, bonded, mixed or combined goods, the aforementioned agreed advance assignment applies only to the value of the reserved goods that are sold on together with the other goods. Via legal enforcement measures by third parties in the reserved goods or those in the advance assignment requirements, the buyer must inform the seller immediately in writing with transfer of the documents necessary for intervention. If the buyer falls behind in payments, the seller is authorised to take back the goods supplied under condition of sale immediately and without agreement of the seller. The buyer must allow the seller access at all times for this purpose to where the items subject to the conditions of sale are located.

## **11. Payment conditions**

The invoice amount is payable with immediate effect. The buyer will not receive warning of late payment for 10 days after the invoice date. Interest on late payment will not be raised providing the following payment terms are adhered to. Payment terms for invoices: within 14 days of invoice date 2% discount; within 30 days from invoice date net only; payment terms for fitting services: immediately net only. Deductions of any kind are ruled out. Deposits will not accrue interest. Bills will only be accepted following prior agreement and only for payment reasons and under condition of the discounting options. If payment is made by bill, checks or other payment instructions, the buyer carries the costs for discounting and credit

transfer unless other agreements have been expressly made. The contractor is authorised, even if against the client's agreement, to use his/her payments for a different account. If the payment conditions are not adhered to, the following applies as agreed: All demands of the seller will become due immediately in cash without consideration of incoming bills. The buyer is behind in payments even if no warning is issued. He/she is then obliged to find suitable collateral, such as assignment of claim and transfer or pawning of items, for all demands of the seller. The buyer may not sell the items in accordance with sub-section 10 that are owned by the seller and must hand them over if the seller so wishes. The seller is authorised to demand compensation for late payment, notwithstanding continuing claims, to the amount of normal minimum interest between payment becoming due and provisions of the major banking houses (at least 3% above the relevant basic interest rate). Furthermore, without a period of grace being set and without explanation, acceptance of the service can be refused and the right is given to withdraw from the agreement or demand compensation due to non-fulfillment.

### **12. Place of execution and jurisdiction**

The place of execution for all demands deriving from the agreement is the location of the seller. The place of jurisdiction for disputes from this agreement is Düsseldorf. German law will prevail over decisions relating to the agreement. The UN convention for the sale of goods does not apply.

### **13. Concluding provisions**

Should a provision in the agreement become ineffective or invalid, the remainder of the agreement remains intact. The contractual partners must find a ruling appropriate to the purpose of the agreement.

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