

General Terms and Conditions on Sales / Exports of Kinnarps GmbH (applicable in England and Wales, Austria and Spain)

1. Scope of Application

- 1.1 These General Terms and Conditions on Sales (hereinafter referred to as “the **General Sales Terms**”) are underlying to all transactions regarding the sale of products that are entered into by and between Kinnarps GmbH (hereinafter referred to respectively as “**we**” or “**us**”) and another contracting party (hereinafter referred to as “the **Purchaser**”) of which the relevant place of business is located outside the Federal Republic of Germany. The branch office shall be considered as relevant that concludes the contract in its own name.
- 1.2 These General Sales Terms also apply to all future transactions regarding the delivery of products that we conclude even if it is not specifically referred to these General Sales Terms.
- 1.3 General terms and conditions of the Supplier that are contradictory to or deviate from these General Sales Terms are only applicable if they have been expressly accepted by us in writing. These General Sales Terms also apply if we accept or execute contractual performances without reservations while having knowledge of contradicting or deviating general terms and conditions of the other contracting party.
- 1.4 These General Sales Terms do not apply if the Purchaser buys the goods for personal, family or household use provided that we knew or ought to have known that the goods were bought for any such use.
- 1.5 Transactions regarding the sale of goods that we conclude with Purchasers having their legal seat or residence within the Federal Republic of Germany are subject to separate General Sales Terms / Germany. Similarly, purchases affected by us are subject to separate General Terms and Conditions on Purchase.

2. Offer / Conclusion of Contract

- 2.1 Our offers are non-binding, unless we have expressly declared the offer to be irrevocable or have set a fixed period for the acceptance of the offer. Apparent mistakes as to the offer may be corrected by us at any time before the offer is accepted.
- 2.2 With regard to cupboard and partition walls, the measurements indicated by the Purchaser are deemed to be binding. If we measure up the relevant measurements, the Purchaser has to confirm these measurements in writing in a binding manner within the framework of the Order.
- 2.3 The Purchaser has to transmit his orders in written form. The Purchaser is obliged to inform us within the framework of the order if the goods ordered are supposed not only to be used for the customary use.
- 2.4 By issuing an order, the Purchaser accepts these General Sales Terms as binding. This also applies if the Purchaser attaches his own deviating general terms and conditions to the order or refers to such general terms and conditions in the order. The Purchaser is irrevocably bound to his order for three weeks.
- 2.5 The Purchaser's order only represents an offer to conclude a contract regarding the sale of goods. A contract is only concluded when we issue a written order confirmation. The factual delivery of the ordered goods, other behaviour or silence on certain issues does not give rise to any trust of the Purchaser that the contract be concluded. We issue our written order confirmation within 14 calendar days after having received the Purchaser's order.
- 2.6 The written order confirmation is deemed to be received on time by the Purchaser if the Purchaser receives the order confirmation within seven calendar days after the date of issuance. The Purchaser is obliged to inform us without undue delay if the written order confirmation is received belatedly by the Purchaser.
- 2.7 The written order confirmation determines the content of the contract and entails conclusion of the contract even if deviates – except for the purchase price and the quantity of delivered goods – in whatever form, in particular also as regards the exclusive application of these General Sales Terms, from the declarations of the Purchaser. Specific requests of the Purchaser, in particular as regards promises or guarantees in respect of the goods or the execution of the contract, require in every single case an express written confirmation.
- 2.8 All information and details contained in catalogues, price lists and order proposals are non-binding. Decisive are the conditions agreed upon in the relevant case as confirmed by the written order confirmation.
- 2.9 Irrespective of the nature and the extent of the deviations contained in the written order confirmation, a conclusion of the contract only fails to take place if the Purchaser objects to the deviations contained in the order confirmation in writing and if we receive such objection without undue delay, but at the latest seven days after the Purchaser has received the order confirmation.
- 2.10 Place of the conclusion of the contract is our legal seat.
- 2.11 Special models are items that are not produced under conditions of series production and that are not set out in the price lists. This also applies to the colouring of the goods. The Purchaser has to ask for the respective additional charges generated for the relevant special model before issuing his order. Decisive are again the conditions agreed upon in the relevant case as confirmed by the written order confirmation.
- 2.12 As far as compatible with the discernable purpose of the order, we are entitled to proceed to modifications of the performance or the construction that are due to technical reasons. The same applies to customary deviations in structure and colour of the materials used.

3. Cancellation of a contract – Consensual return of the goods

- 3.1 The cancellation of a contract that has already been concluded requires our written confirmation. There is no right to demand such cancellation of a contract. The right to declare the contract avoided as set out in Clause 10 remains unaffected. In case the Parties agree upon request of the Purchaser on a cancellation of a contract, the Purchaser has to reimburse all expenses that we have incurred in this context irrespective of whether or not this is provided for in the agreement regarding the cancellation of the contract.
- 3.2 As regards special models or goods that we have been supplied to us by third parties, no cancellation of a contract shall take place.
- 3.3 If the goods returned to us have already been used by the Purchaser or the Purchaser's customer (this also applies to sample and exhibition goods), the Purchaser has to reimburse the relevant depreciation caused by the usage. The depreciation to be reimbursed shall be determined by equitably exercised discretion. The taking back of damaged goods is excluded.

4. Prices / Installation and Service Costs

- 4.1 Our prices apply ex works (FCA Incoterms 2000) and are exclusive of the applicable value added tax (VAT) as well as delivery, packaging and insurance. Purchasers having their legal seat or residence within the European Union have to provide at the latest upon conclusion of the contract their VAT identification number.
- 4.2 In case that the span of time between the conclusion of the contract and timely delivery is of more than four months, we are entitled to invoice the list price applicable at the time of delivery or to adapt the purchase price according to the increase of the list price.
- 4.3 As regards contracts providing for a continuous delivery or a delivery in instalments, we invoice – unless otherwise agreed – the respective current price applicable at the date of delivery.
- 4.4 Installation and service performances are not included in the delivery. We effect installation and service performances upon and after delivery only on the basis of a specific order. Such performances require a prior agreement in good time.
- 4.5 The applicable rates for installation and service performances and the minimum rate for installation and service costs go by the prices set out in the respectively applicable price list unless otherwise agreed for certain goods.

5. Transfer of risks

- 5.1 The risk of loss or deterioration of the goods is transferred to the Purchaser once the goods are handed over to the forwarding agent, carrier or any other person or entity having the task to forward the goods (FCA Incoterms 2000).
- 5.2 Deviating provisions are only included into the contract if they are agreed upon by reference to the relevant Incoterms of the International Chamber of Commerce Paris (ICC).

6. Delivery Time

- 6.1 Delivery dates or periods that have not expressly been agreed as binding only represent non-binding information. The delivery time is generally fixed in calendar weeks. The determination of the relevant delivery date is subject to our decision.
- 6.2 Without waiving any more extensive statutory rights we are entitled to perform contractual delivery obligations after the envisaged delivery time if the Purchase is informed about the fact that the delivery time will be exceeded and receives information as to the additional period within which the delivery will take place.
- 6.3 As an appropriate additional period a period of three weeks with regard to standard products and of four weeks with regard to special models is deemed to be agreed. Under these conditions, we are entitled to several, but at least to two tries to effect the subsequent delivery. The Purchaser can object to the subsequent delivery within an appropriate period of time, if the subsequent delivery is intolerable. Such objection is only valid if it is received by us before the start of the relevant subsequent delivery.
- 6.4 We are entitled to effect partial deliveries or performances as far as this can reasonably be expected from the Purchaser.
- 6.5 The delivery time is subject to all reservations that may arise due to unforeseeable hindrances both in our own business and the business of suppliers as well as force majeure. This applies to all unforeseeable events such as interventions by public bodies, interruption of operations, industrial action, delay in supply and production, war, natural disasters etc. In such case we are entitled to postpone the delivery and/or other services for the duration of the hindrance plus an appropriate additional time to get started again. If the hindrance lasts for more than three months, both parties are entitled to declare the contract avoided with regard to the part of the contract not yet fulfilled without having the right to request compensation of damages.
- 6.6 If the Purchaser fails to take delivery of the goods in time, we are in deviation to Clause 7.2 entitled to invoice to the Purchaser the delivery including all additional costs (e.g. storage) with immediate maturity of the claims. Deliveries in instalments are limited to a maximum of one year; delivery has to be taken during this time. The minimum period for deliveries in instalments is 30 calendar days.

7. Payment

- 7.1 Unless otherwise agreed, all payments have to be effected through providing an irrevocable and confirmed letter of credit of a major bank having admitted in the Federal Republic of Germany or another member state of the European Union at least two weeks before the first day of the delivery period mentioned in the order confirmation. The "Uniform Customs and Practice for Documentary Credits" of the International Chamber of Commerce in Paris (ICC) apply. All payments have to be effected in EURO, irrespective of possible currency exchange fluctuations and without any deductions.
- 7.2 If the requirement to provide such letter of credit is waived by us in writing, invoices regarding the delivery of goods and the remuneration for installation and service performances (e.g. planning services and customer service) are immediately payable after effectuation of the performance and receipt of the invoice by the Purchaser without deductions and have to be balanced within 30 calendar days after the date of the invoice. All payments have to be effected in the currency mentioned in the written order confirmation without deductions and free of charges and costs to the bank account mentioned in the written order confirmation. Payments by cheque and/or bill of exchange are not accepted. With regard to object orders the additional conditions set out in Clause 14 shall apply.
- 7.3 In case a price has not been agreed upon, the contract is nevertheless valid. In such case our usual price applicable at the agreed time of delivery shall apply.
- 7.4 The Purchaser guarantees that all requirements for a VAT free delivery under German law are fulfilled. If we do not receive the proof for such tax-free export delivery or if we have to pay VAT due to the modalities of delivery or due to circumstances in the sphere of the Purchaser, the Purchaser holds us free on first demand of any such VAT claim irrespective of any more extensive claims. In guaranteeing such indemnification, the Purchaser waives the right to invoke any further requirements or other objections, in particular with regard to the statute of limitation. The indemnification guaranteed by the Purchaser also encompasses reimbursement of the expenses we incur in this context.
- 7.5 If the invoice is not balanced within 30 calendar days after the date of the invoice (the day on which the payment is received on our bank account is decisive), the Purchaser is in default of payment without any further notice being necessary. In this case, the Purchaser is liable according to Clause 11.2 lit. a). We reserve the right to prove that a more extensive damage, in particular with regard to higher interests, has occurred.
- 7.6 A setting-off of counter-claims by the Purchaser is excluded unless such counter-claim is expressed in the same currency, derives from the Purchaser's own rights and has either been confirmed by final and binding judgement or accepted by us. Any rights of retention as to the payment are excluded, except if we have breached obligations that are due and derive from the same contractual relationship with the Purchaser although having been requested to comply with such obligation in writing and have not offered appropriate security.
- 7.7 Without waiving any more extensive statutory rights we are entitled to suspend our obligations to perform the contract as long as there is a concern from our perspective that the Purchaser may not comply in whole or in part with his contractual obligations. In particular, the right to suspend our obligations to perform the contract exists if the Purchaser fails to properly perform his obligations vis-à-vis us or third parties to arrange for the preparation of the payment or if the Purchaser fails to effect payments in full and on time or if the limit set by the credit insurer is exceeded or will be exceeded with the next delivery. Instead of suspending the performance of our contractual obligations we are also entitled to make future deliveries, including deliveries that have already been confirmed, conditional upon the fact that the Purchaser, at our choice, provides a letter of credit confirmed by a major bank admitted in the Federal Republic of Germany or another member state of the European Union or effects a payment in advance. We are not obliged to continue the performance of our contractual obligations if a security provided by the Purchaser is insufficient or could be voidable under the relevant applicable law.

8. Retention of title

- 8.1 We reserve title to all the goods delivered to the Purchaser (hereinafter referred to as "**the Reserved Property**") until the Purchaser has fully and finally balanced the purchase price according to Clause 7 (retention of title). The provisions as to the transfer of the risks of price and performance set out in these General Sales Terms (in particular Clause 5.1) remain unaffected by this retention of title.
- 8.2 The Purchaser is entitled to sell the Reserved Property in the orderly course of business provided that he is not in default of payment. Pledges, security transfers or any other encumbrance of the Reserved Property are not permitted. The Purchaser herewith entirely transfers any and all claims against third parties deriving from the resale of the Reserved Property or from any other legal reason in connection with the Reserved Property (e.g. damage, loss, destruction, insurance, tort) as of now as security for our payment claims under the contract. We herewith accept the transfer of these third party claims. We herewith irrevocably authorise the Purchaser to collect the claims transferred to us in his own name for our account. This authorisation to collect may only be revoked if the Purchaser does not comply with his payment obligations. We release the securities granted to us under this Clause upon request and at our choice if and as far as the value of the claims transferred to us sustainably exceeds the value of our payment claim against the Purchaser by 20%.
- 8.3 Upon request, the Purchaser is obliged to inform us without undue delay on the relevant holdings of the claims transferred to us according to Clause 8.2 including all information required for the collection of the claims and to provide all documents required for the collection of the claims. Upon our request, the Purchaser has to refrain from any collection of the claims transferred to us.
- 8.4 If third parties attempt to access the Reserved Property, in particular by way of seizure of property, the Purchaser will indicate vis-à-vis such third party that the Reserved Property is our property and will inform us immediately in writing by also providing all documents necessary for an intervention, in order to enable us to enforce our property rights. If the third party is not able to reimburse us the costs generated in this context both in and out of court, the Purchaser shall be liable accordingly for such costs.
- 8.5 In case of a breach of contract by the Purchaser – in particular in case of default of payment – we are entitled to take back the Reserved Property or to possibly request that the claims for restitution of the Purchaser against third parties be transferred to us. The taking back and the seizure of the Reserved Property through us does not constitute a rescission from the contract.

9. Legal consequences of contractual non-conformities and deficiencies of title

- 9.1 We are obliged to deliver the goods indicated in the written order confirmation in view of tolerances customary in commerce with regard to type, quantity, quality and packaging in average kind and quality. Without waiving the right to invoke legal exclusions or limitations of liability the goods are not conform to the contract if the Purchaser proves that the goods deviate in the moment of the transfer of risks with regard to their type, quantity, quality or packaging considerably from the requirements set out in the written order confirmation or if, in lack of such requirements, the goods do not fit for the usages customary at our legal seat. Irrespective of the provisions applicable at our legal seat the delivery is equally not considered as non-conform to the contract if the applicable provisions at the legal seat of the Purchaser are not opposed to the customary usage of the goods. Any delivery of special models based on construction documents of the Purchaser is effected under the exclusion of any and all liability as to the construction.
- 9.2 Unless the written order confirmation does not expressly state the contrary, we are not liable for the fact that the goods fit for the usages envisaged by the Purchaser, have the quality of a specimen, have fully regular veneers or comply with all relevant legal provisions applicable outside the Federal Republic of Germany (e.g. the country where the Purchaser is located). We are not liable for contractual non-conformities that occur after the transfer of risks.
- 9.3 As far as the Purchaser attempts to remedy contractual non-conformities on his own or through a third party without our consent, we are released from any and all warranty obligation.
- 9.4 Without waiving the right to invoke legal exclusions or limitations of liability the goods are deficient in title if the Purchaser proves that the goods are in the moment of the transfer of risks not free from any enforceable right or claims of third parties. Without waiving the right to invoke more far-reaching statutory requirements, any rights or claims of third parties based on industrial and intellectual property rights only constitute a deficiency in title if these rights are registered and published in Germany or on an EU-wide basis. Irrespective of the statutory rights applicable in the Federal Republic of Germany or on an EU-wide basis the delivery is deficient in title if the applicable provisions at the legal seat of the Purchaser are not opposed to the customary usage of the goods.
- 9.5 The Purchaser has to inspect the delivered goods at the moment of delivery and in accordance with the statutory provisions and has to examine every single delivery in every respect with regard to discernable and typical contractual non-conformities. The Purchaser is obliged to provide us directly and in writing with a notice of defect on contractual non-conformities and deficiencies in title in accordance with the statutory provisions. Additionally, the Purchaser also has to give notice of the defect to the carrier if the contractual non-conformities and deficiencies in title are already discernable at the moment of delivery, in which case the Purchaser has to ascertain that the relevant defects are taken down in written form by the carrier. This particularly applies to discernable differences as to the number of pieces or the weight. Any notice of a defect has to contain a detailed description of the contractual non-conformity or the deficiency in title.
- 9.6 After having duly effected a notice of defect, the Purchaser is entitled to assert the rights provided for in these General Sales Terms. The Purchaser can not invoke any more extensive rights. If the notice of defect given by the Purchaser is not orderly, the Purchaser can only assert warranty rights if we have fraudulently concealed the contractual non-conformity or the deficiency in title. Any statement from our side as to contractual non-conformities or deficiencies in title only serves the purpose of clarifying the factual situation, but does not constitute a waiver as to the requirement of a due notice of defect.
- 9.7 The Purchaser is entitled to request us in accordance with the provisions of the UN Convention on Contracts for International Sale (CISG), dated 11 April 1980, to either effect at our choice a replacement delivery, to remedy the defect or to reduce the purchase price. The Purchaser can not request a reduction of the purchase price as long as we comply with our obligations to rectify defects according to the rules set out in Clause 6.3 and the rectification of the defect has not finally failed. The Purchaser can not assert any more extensive rights.
- 9.8 Any and all claims of the Purchaser with regard to the reimbursement of all necessary expenses incurred for the purpose of rectifying the defect, in particular costs for transport, travel, work and materials, are excluded as far as such expenses have increased due to the fact that the delivered goods have subsequently been transported to another place than the place of delivery or the branch office of the Purchaser.
- 9.9 A replacement delivery is only effected concurrently against restitution of the initial delivery. If the Purchaser is unable to give back the initial delivery, he is obliged to pay an amount equivalent to the value of such delivery as compensation. Moreover, the Purchaser is also obliged to reimburse the value of having utilised the goods.
- 9.10 In case a notice of a defect is brought by the Purchaser, payments may only be withheld to the extent appropriate in consideration of the relevant defect. In case the Purchaser has issued a notice of defect that is unjustified, the Purchaser shall compensate all expenses we have incurred in this context.
- 9.11 A return of goods may only be effected with our prior written approval.
- 9.12 Any and all claims of the Purchaser based on contractual non-conformities or deficiencies in title become statute-barred within 12 months after the transfer of risks.

10. Right to declare the contract avoided

- 10.1 Without waiving the necessity to comply with the statutory requirements the Purchaser is only entitled to declare the contract avoided after having threatened in writing to do so and an additional period set in writing has expired without results. If the Purchaser requests a replacement delivery, a remedy to a defect or otherwise fulfillment of contract, the Purchaser is bound for a reasonable period of time to the right respectively chosen without being entitled to declare the contract avoided. The Purchaser may only declare the contract avoided by declaration within a reasonable period of time in written form and by direct declaration vis-à-vis us.

- 10.2 Without waiving more extensive statutory rights we are entitled to declare the contract avoided without substitute in whole or in part if
- the Purchaser objects to the application of these General Sales Terms,
 - the written order confirmation is received by the Purchaser more than 14 days after the date of issuance of the order confirmation for reasons for which we are not responsible,
 - it is applied for the opening of insolvency proceedings over the assets of the Purchaser,
 - if the Purchaser fails to comply with material obligations that are due vis-à-vis us or a third party without being able to demonstrate a ground of justification,
 - the Purchaser provides incorrect information as to his creditworthiness,
 - the credit insurer reduces the confirmed insurance coverage for reasons for which we are not responsible or
 - the fulfilment of our obligations to perform the contract is for other reasons not any longer possible by means that are reasonably acceptable in consideration of our own interests and the legitimate and recognisable interests of the Purchaser as well as in particular with regard to the agreed counter-performance.
- 11. Damages**
- 11.1 Both with regard to our liability under the contract concluded with the Purchaser and to our non-contractual liability, we are only liable for damages according to the following provisions:
- The Purchaser is obliged to primarily assert other rights. The Purchaser may only request compensation of damages if the assertion of these other rights has not lead to a full compensation. However, in no case the Purchaser may request compensation of damages instead of other rights.
 - We are not liable for the action of our suppliers or subcontractors or for damages as far as these have been caused by the Purchaser. We are also not liable for disturbances that are caused by natural disasters or political events, intervention of public bodies, industrial action, sabotage, accidents, terrorism, biological, physical or chemical sequences of events or other circumstances and may not be controlled by us with reasonable means. Apart from this, we only incur a liability as far as we, our legal representatives or collaborators infringe contractual obligations vis-à-vis the Purchaser by wilful misconduct or gross negligence.
 - In case of liability, we compensate the proven damage incurred by the Purchaser within the limits set out in lit. d) and to the extent that such damage was not avoidable for the Purchaser and foreseeable for us at the time of the conclusion of the contract as consequence of the breach of contract with regard to the occurrence and the extent of the damage. The Purchaser is obliged to inform us in writing on specific risks, atypical possibilities of damage and unusual extents of damages prior to the conclusion of a contract. Moreover, the Purchaser is obliged to minimise the damage as soon as the Purchaser takes notice of the breach of contract or such breach of contract becomes apparent for the Purchaser.
 - We are not liable for loss of profit and for immaterial damage. In case of late delivery or absence of delivery, the amount of the damage claim is limited per week of delay to 0,5%, up to a maximum of 5%, and for any other breach of contract to 200% of the value of the part of performance that represents a contractual non-conformity. This does not apply in case of wilful misconduct or gross negligence of our legal representatives or collaborators.
 - The provisions set out in lit. b) to d) do not apply as far as statutory provisions apply that provide on a mandatory basis for a more far-reaching liability. This particularly applies to a mandatory liability in case of personal injury.
 - The prescription period for contractual claims applies likewise to non-contractual claims of the Purchaser against us that concur with contractual claims. As far as a claim does not become statute-barred earlier, a cut-off period of six months shall apply with regard to the filing of legal action aiming at compensation of damages, beginning with our refusal to compensate the damage.
 - The aforementioned provisions on liability also apply to the personal liability of our legal representatives, collaborators, employees, representative or any other person employed by us in the performance of our obligations.
- 11.2 Irrespective of more extensive statutory or contractual claims, the Purchaser is obliged to pay damages to us in the following cases:
- In case of default of payment, the Purchaser has to reimburse the customary costs of bringing an action (both in and out of court) that are generated at home and abroad as well as – without having to bring such proof – interest in the amount applicable in Germany for short term unsecured loans in the agreed currency, but at least interest in the amount of 8 % above the base rate of the European Central Bank (ECB).
 - If the Purchaser fails to take delivery of the goods or a delay in taking delivery of at least 8 days occurs, we are entitled to request as damages a lump sum in the amount of 15 % of the respective value of the delivery without having to prove such damage. The Purchaser may prove that no damage or a damage of lesser extent has occurred.
- 12. Drafts – Drawings – Specimen – Special models / Third party rights**
- 12.1 All rights as to drafts, drawings, specifications, other documents and specimen – irrespective whether in paper form or in electronic form – remain with us. Upon request, any and all of these documents or items have to be returned to us. Any transmission of such documents or items to a third party is prohibited without our prior approval.
- 12.2 With the order, the Purchaser guarantees and assumes the liability that any production ordered by the Purchaser (particularly as regards special models based on specifications of the Purchaser) does not infringe any third party rights. In case a damage claim is brought by a third party against us in this respect, the Supplier holds us free on first demand of any such claim. This indemnification obligation comprises all costs that are necessarily generated through or in the context of the defence against the claim brought by the third party.
- 12.3 Specimen have to be bought by the Purchaser. Special Models and specimen may not be returned to us.
- 13. General**
- 13.1 Should provisions of these General Sales Terms be or become void, this does not affect the validity of the remaining provisions of these General Sales Terms.
- 13.2 Place of performance, place of payment and place of fulfilment for all obligations arising from the legal relationships with the Purchaser shall be our legal seat. This also applies if we exceptionally agree to bear the costs of payment, effect performances for the Purchaser at another place, if payment is contingent on the transfer of goods or documents or if effected performances are to be returned. If the Parties agree on Incoterms or on the absorption of costs, this does not affect the place of performance or place of fulfilment as agreed in sentence 1 of this Clause.
- 13.3 For all disputes of contractual or non-contractual nature that arise from or in conjunction with these General Sales Terms, the venue shall be the place of jurisdiction where we have our seat or where the place of fulfilment is located. We are also entitled to file an action at any other admissible venue.
- 13.4 These General Sales Terms shall be governed and construed in accordance with the UN Convention on Contracts for International Sale (CISG), dated 11 April 1980, in the official English version and the commercial customs applicable at our legal seat. The CISG shall always apply irrespective of its territorial scope of application and possible reservations of the contracting states to all contracts that fall within the scope of application of these General Sales Terms according to Clause 1. The provisions agreed upon in these General Sales Terms only modify the CISG, but do not lead to the exclusion of the CISG and the applicability of non-unified national law. In case commercial clauses are agreed upon, the Incoterms of the International Chamber of Commerce in Paris (ICC) shall apply in consideration of the provisions agreed upon in these General Sales Terms.
- 13.5 All issues regarding the conclusion of the contracts themselves and the agreements regarding the legal venue, the inclusion of these General Sales Terms as well as the contractual rights and obligations including ancillary obligations of pre-contractual and other nature as well as all questions of interpretation shall exclusively be subject to the CISG in conjunction with these General Sales Terms.
- 13.6 As far as the CISG does not provide for rules as to certain legal issues of contractual or non-contractual nature, the Parties' contractual relationships shall be governed by non-unified German law.
- 13.7 We collect, store and process personal data related to the transactions to which these General Sales Terms apply according to the provisions of the Federal Data Protection Act (*Bundesdatenschutzgesetz*).
- 14. Additional conditions for cupboard and partition walls**
- 14.1 With regard to cupboard and partition walls, the provisions on the delivery and warranty of the VOB/B (Contracting rules for the award of public works contracts / Part B – *Verdingungsordnung für Bauleistungen / Teil B*) shall apply. The goods are delivered behind the first lockable door.
- 14.2 The following terms of payment shall apply (shown schematically):
- 1/3 of the amount of invoice upon placing of the order
 - 1/3 of the amount of invoice upon delivery
 - Difference up to 90 % of the amount of invoice upon termination of the installation
 - Remainder upon final invoice
- No discount is allowed. All installation works are based upon our drawings as approved by the builder and/or the architect. Our installation works are handed over in proper condition. For all measure tolerances that do not correspond to the VOB or provision DIN 1820/1, the additional costs and expenses shall be invoiced. The calculation is effected on the basis of our applicable hourly rates and proved by supporting documentation accordingly. All additional performances and expenses that have to be carried out (e.g. trim panel, adaptation works, specific ceiling/wall connections) and expenses that are generated through obstruction by other manual workers or specific difficulties such as power failure, postponement of installations etc. are invoiced separately. Such additional performances and expenses are invoiced on the basis of the time needed to complete the task.
- 14.3 In deviation to Clauses 13.4 to 13.6 all legal relationships with the Purchaser that refer to or are related to cupboard and partition walls, are exclusively governed and construed in accordance with the laws of the Federal Republic of Germany, whereas the CISG and the relevant provisions on determination of applicable law of German international private law (EGBGB) are expressly excluded.