

GENERAL TERMS AND CONDITIONS

(version dated 20/03/2013)

1 General

1.1 Scope

The General Terms and Conditions of the Contractor apply exclusively; any contradictory terms and conditions or terms and conditions of the Client which differ from these T&Cs will not be accepted. The Contractor's T&Cs will also apply if the Contractor completes deliveries and performance without reservation in the knowledge of contradictory terms and conditions or terms and conditions of the Client which differ from these T&Cs.

1.2 Applicable law

German law is applicable. The version of the German Construction Contract Procedures (VOB Part B) applicable at the time of entering into the contract shall apply to all construction services (carpentry and interior fitting work) including assembly, provided that the order is placed by a contractual partner working in the construction industry.

2. Other construction services and deliveries

The provisions of sub-sections 2.1 to 2.4 shall also apply to all services and performance not covered by VOB Part B.

2.1 Order acceptance

All quotes shall remain without obligation until order acceptance. If the Client's order differs from the Contractor's quote, then a contract shall only be formed in this case following a confirmation from the Contractor.

2.2 Delivery and performance periods

If on grounds for which it is not responsible the Contractor does not receive deliveries or performance from its sub-suppliers or sub-contractors or if these are not received correctly or on time despite proper stocking arrangements or in the event of force majeure, then it will notify the Client of this in good time. In this event the Contractor shall be entitled to postpone the delivery or performance for the duration of the hindrance or to withdraw from the contract in whole or in part on account of the part of the contract that has not yet been fulfilled, provided that it has complied with its aforementioned duty to provide notification and has not assumed the procurement risk or manufacturing risk. The following shall be tantamount to force majeure: strike, lockout, official interventions, energy and raw material shortages, transportation bottlenecks not based on culpability, operational obstructions not based on culpability, e.g. caused by fire, water or machinery damage, and all other obstructions that have not been culpably caused by the Contractor when considered objectively.

2.3 Right of withdrawal

If a delivery or performance deadline or delivery or performance period has been agreed with binding effect or if the agreed delivery or performance deadline or the agreed delivery or performance period is exceeded by more than four weeks as a result of the events under subsection 2.2, or if adherence to the contract is objectively unreasonable for the Client in the case of a non-binding performance deadline, then the Client shall be entitled to withdrawal from the contract on account of the part of the contract that has not yet been fulfilled. The Client shall not be entitled to any further rights in this event, in particular claims for compensation.

2.4 Prices

The prices agreed in the contract shall be the applicable prices. Price increases are possible if certain complications arise in relation to the Contractor's performance after formation of the contract which were not communicated to it in writing prior to submission of its quote. Complications also include changes in dimensions and materials or changes affecting the installation and assembly conditions or construction site facilities and/or of the same.

3. Formal acceptance

If a formal acceptance is agreed by contract then the acceptance shall also be effective if a request to complete the acceptance has been made to the Client once in vain and in a reasonable manner. The acceptance shall be effective twelve working days after the request has been received. This shall also apply to partial acceptance.

4. Flat-rate compensation

If the Client terminates the contract for work and services before execution of the construction work, then the Contractor shall be entitled to claim 10% of the total order amount as compensation. If the Client terminates the contract after execution of the construction work has started, then the Contractor shall be entitled to claim 10% of the fee that is attributable to the part of the work performance that has not yet been provided as compensation. The Client expressly reserves the right in both cases to provide evidence that significantly less damage was suffered.

5 Technical notice

5.1 The Client is informed that maintenance work must be carried out by it, in particular:

- fittings and common components must be inspected and oiled or lubricated as necessary

- sealing joints must be inspected regularly

- external paintwork (e.g. windows) must be retreated in each case in accordance with the paint or glaze type and effects of the weather

This work shall not form part of the scope of the order unless expressly agreed otherwise. The failure to carry out maintenance work may impair the lifetime and functionality of the components, without any claims for defects arising from this against the Contractor.

5.2 Orders remain subject to negligible and reasonable deviations in dimensions and designs (colour and structure), particularly in the case of follow-up orders, provided that these are based on the character of the materials used (solid wood, veneers) and are standard in nature. Deviations shall be considered to be reasonable in particular if achievement of the contractually agreed purpose is not impaired.

6. Payment

Cheques will be accepted on account of payment and not in lieu of payment.

7. Offsetting against claims other than those which are undisputed, acknowledged by the Contractor or determined by force of law is not permitted. The right of retention is excluded if the Client is a business customer, unless the Client's counter-claim is based on the same contractual relationship and is undisputed or determined by force of law.

8. Retention of title

8.1 In the case of contracts with consumers the Contractor shall retain title to the items delivered until payment in full of the relevant fee.

8.2 If the Client is a business customer then the Contractor shall retain title to the materials delivered by it until settlement in full of all claims from an ongoing business relationship.

8.3 If items subject to retention of title are installed as essential components in the Client's property, then the Client hereby assigns to the Contractor the claims arising from any sale of the property or of property rights to the amount of the invoice value of the items subject to retention of title together with all ancillary rights.

8.4 If the items subject to retention of title are installed by the Client or on behalf of the Client as essential components in a building belonging to a third party, then the Client hereby assigns to the Contractor any claims for remuneration against the third party or other relevant party to the amount of the invoice value of the items subject to retention of title together with all ancillary rights. The Contractor shall be entitled to co-ownership of any new item created following processing, combination or amalgamation by the Client of the items subject to retention of title with other items at the ratio of the invoice value of the items subject to retention of title to the value of the other remaining items.

9. Property rights and copyright

The Contractor reserves its property rights to and copyright over cost estimates, drafts, designs and calculations. These may not be used, reproduced or made accessible to third parties without its consent. They must be returned without delay in the event that the order is not placed.

10. Liability for damage

10.1 The Contractor's liability for breaches of contractual obligations as well as based on tort is limited to wilful intent and gross negligence. This does not apply to injury to the Client's life, limb or health, claims due to the breach of cardinal duties, i.e. duties that result from the nature of the contract and the breach of which puts the fulfillment of the contractual purpose at risk, or to the compensation of damages caused by delay (section 286 BGB, German Civil Code). We shall be liable for any degree of culpability to this extent.

10.2 The aforementioned liability disclaimer shall also apply to slightly negligent breaches of obligation by the Contractor's vicarious agents.

10.3 If the liability for damage or harm which is not based on injuries to the Client's life, limb or health is not excluded for slight negligence, such claims shall expire within one year from the emergence of the claim. This does not apply to damage based on a defect in the work produced. Claims for this type of damage shall expire in five years.

10.4 If liability for compensation is excluded or limited in relation to the Contractor, this shall also apply with regard to the personal liability for compensation of workers, employees, collaborators, representatives and vicarious agents.

11. Place of jurisdiction

The exclusive place of jurisdiction for contracts with traders, legal entities under public law or special funds under public law is the location of the Contractor's registered office.