

## our terms of delivery and payment

### 1. summary

the following terms of delivery and payment apply for all products and services of the seller. conditions which diverge from these, in particular the buyer's terms of purchase, are deemed to be part of the contract only if this is expressly agreed in writing. verbal agreements require our written confirmation. agreements with our representatives, including orders confirmed in writing, must also be confirmed by us in writing.

### 2. offers

the terms of delivery and payment defined in this agreement apply to all offers we make. prices and content of products and services delivered will be determined in each case separately for our offers and order confirmations. obvious errors can be corrected before an order is confirmed.

### 3. order confirmation

when placing an order the buyer accepts the terms of delivery and payment defined in this document. any diverging agreements, including alterations or extensions, require our written confirmation. if there is no separate order confirmation the invoice will be deemed to be the order confirmation. should it happen that after an order has been confirmed we come in possession of information casting doubt on the state of the buyer's finances or similar information about his dealings as a businessman and his record in making payments, we reserve the right not to provide the ordered products or services. this will also apply to outstanding and overdue payments from previous orders. goods or services can then be provided only if payment is made either in advance or on delivery. in this case we reserve the right to cancel the order. and in that case the buyer has no right to compensation.

### 4. cancellation - termination - taking goods back

if at the wish of the buyer the purchase order is cancelled we reserve the right to invoice all work incurred up to the time of cancellation. cancellation of an order is excluded for goods which have been specially produced or purchased for the customer for that order. for goods which have already been used by the user (including samples and goods for exhibitions) a reduction in value will be invoiced. this reduction will be 50% of the order price within the first year and after that, 70%. taking damaged goods back is excluded. changes to orders without additional cost being incurred can only be made within three working days after the order confirmation has been received.

### 5. delivery

delivery of goods from our plant will take place, as determined by us, by own delivery vehicle, haulier, post or gls. not assembled shipment of system 4.

for deliveries made according to our 48-hour delivery service we charge freight at 8 euros per chair.

for orders with a net value of at least 500 euros we deliver cif, the federal republic of germany (mainland, excluding islands in the north sea, in the baltic sea or in lakes).

for orders with a net value of less than 500 euros we make a charge for freight of either 8% of the net order value or per delivery of complete chairs 15 euros and for components, 6 euros. for deliveries to any point on the addressee's premises and taking back packaging we charge 12 euros per chair.

for small parts (spare parts) we charge 6 euros per delivery.

should the buyer insist upon either special packaging or a special mode of dispatch the costs incurred will be charged.

partial deliveries of orders are permissible and are deemed to be completed business transactions.

### 6. transport risks

when our goods are delivered either by our own vehicles or a haulier working for us risks associated with the delivery are transferred to the buyer simultaneously with the physical transfer of the goods. however we bear the transport risks up until the transfer of the goods only under the condition that the recipient confirms on the delivery note or on the consignment note the nature and extent of any damage incurred during the journey from our premises, as far as possible specifying in writing the cause of the damage, and under the further conditions that the signature of the driver concerned is obtained and that we are provided with this information without delay. should the buyer collect the goods himself or have them collected by a haulier working for him the transport risks are transferred to the buyer simultaneously with the collection of the goods.

### 7. delivery date and hindrance to delivery

delivery will be made in a specified week.

we have the right to determine the day when the goods should be delivered within the confirmed week. our obligation to deliver within the agreed week is subject to the condition that no unforeseen hindrances occur either in our own company or in the company carrying out the delivery. the hindrances could be all types of events like, for example, intervention of public authorities, interruptions in the day-to-day operations of the company concerned, strikes, delays in raw materials deliveries and production etc. if any such event makes delivery either impossible or genuinely difficult we are freed from the obligation to deliver within the agreed week without the buyer having the right to can-

cel the purchasing order or to demand compensation. the same applies for the hindrances of the above-mentioned types occurring at the buyer's company, with the same legal consequences. both parties to the contract are obliged to inform the other about such hindrances without delay. for call-off orders a minimum call-off period of 30 days applies. if deliveries are not accepted in the agreed week we have the right to invoice the goods intended for delivery immediately and to charge any additional costs incurred (e.g. for stocking). call-off orders apply for a maximum a one-year and shall be accepted within this period. prices are not fixed within this period for these orders.

### 8. guarantees and guarantee claims

we undertake to deliver products without defects and with the properties described in relevant specifications and to use and process suitable materials according to good manufacturing practice at the time of delivery. excluded from this warranty are parts and material which in the course of time show normal wear and tear, for example castors and upholstery materials. we reserve the right to make changes in the design and construction of our goods which neither affect their proper functioning nor their value. changes of this nature do not provide grounds for any guarantee claims. as soon as the transfer of risk to the buyer has been effected we undertake to correct, at no cost for the buyer, any defects for which the buyer shows have arisen from defects in processing or material. we reserve the right, as we see fit, either to repair defect parts or to replace them with new parts. excluded are any additional rights of the buyer, in particular the right to cancel the order, to reduce the price or to claim compensation, and also any liability for injury or damage to employees or property of the buyer respectively. the guarantee does not cover the case of delivered goods which have been treated, processed, or altered by personnel not belonging to our company without our agreement or when the operating instructions have not been followed. in so far that material, accessories etc. have been supplied by the buyer or that the buyer has specified which materials we have to use we do not offer any guarantee for the solidity or durability of these items when we use them. this applies in particular for upholstery material, for the wearing properties of which we give no guarantee - when we process these materials we cannot give them any properties additional to those they already have. the warranty period begins from the day of delivery of the goods to the buyer and it ends two years after the goods have left our factory. claims must be made without delay and at the latest two weeks after receiving the purchased goods. should even after careful inspection defects not be discovered within this period but instead at a later time we are informed at the latest within two weeks after this discovery. samples of the goods in question shall be sent to us for inspection.

### 9. tolerances

pictures and descriptions of our products in brochures, price lists, catalogues etc are not binding for the exact construction of the products delivered. we reserve the right to make changes in design and to deliver goods with minor deviations in quality and construction of the goods which are due to the material used or to technical reasons. this applies also to deviations in colour, finish and upholstery materials which arise from deviations in the material supplied or technical reasons. furthermore we reserve the right to deliver goods with tolerances which depend on the materials used or are unavoidable for other reasons.

### 10. title to the delivered goods

we retain title to the delivered goods until all obligations arising from the contract with the buyer have been fulfilled. the buyer is authorised to resell his goods in a normal business transaction provided that he has fulfilled his obligations to us in connection with the purchased order concerned in a timely manner. however until the obligations have been fulfilled he may neither use the goods as security or transfer them to a third party as security. in the case of a delay in payment we are authorised, after issuing a reminder and without other legal procedures, to require that the buyer returns the goods temporarily at his cost. all claims and interests arising from the resale of goods (also partial claims) for which we have title are assigned to us by the buyer as security at this point in time. hereby we accept this assignment. our customer is authorised to collect payments due from the resale of such goods. however he is obliged to transfer the income realised to us. we are authorised all times to make this assignment known and to require payment from our customer's customer. we are authorised at all times to revoke the right of resale. if the unpaid goods are processed together with other goods which do not belong to the seller or are joined to them the seller is assigned title to the new object in proportion to the invoice value of the underpaid goods to the other processed or joined goods at the time of the processing or joining. the same applies if the seller's goods are joined to another movable object to form a unified object and the other object can be regarded as the main part of the new object. the buyer holds the title or partial title on behalf of the seller. the same applies in general to the object created as a result of the processing or joining as for the underpaid goods. if the customer is late in making payment we are authorised to require that he returns the goods concerned without cancellation of the purchase order - provided that the statute covering instalment (hire-purchase) sales does not apply. taking back the goods is carried out purely to secure our claims. the customer is still obliged to fulfil the conditions of the

purchase order. we are to be informed without delay by the buyer of any debt enforcement being carried out for a third party with respect to the unpaid goods or any claims which arise from this enforcement. at the same time we are to be provided with documents necessary for an intervention. when paying by promissory note (or a renewed note or a cheque when the payee is requested to issue a promissory note upon receiving the cheque) title is only then transferred when the note is redeemed without any objection having been raised and we are recompensed for the discounting charges. promissory notes must be discountable. discounting charges are to be borne by the buyer.

### 11. samples - drawings - special orders

we retain the title to and copyright on pictures, drawings, sketches, other documents and samples. these shall be sent back to us, when requested, and shall not be passed on to third parties without our permission. except when otherwise agreed samples are to be returned to us within a month or shall otherwise be purchased. samples for special products can be purchased but can not subsequently be exchanged. special products are those articles which are not part of our normal production program or are not mentioned in our price lists. special products are also defined as standard products which are provided in non standard colours for those products. the buyer accepts liability that any products made to his specification do not infringe any rights of third parties. special products can not be returned.

### 12. court of jurisdiction

the court of jurisdiction for both purchase orders and payments of the purchase goods is that with jurisdiction for the location of the seller. if any of these terms or parts of them infringe current law the validity of the rest of the terms is not affected. in the place of the inapplicable term in the condition is deemed to apply which comes closest to fulfilling the aim permissibly of the term in question. the court of jurisdiction with jurisdiction for the seller's location is responsible for resolving any legal dispute arising from these terms or the validity of the contract itself, provided current law does not expressly resolve this in another manner.

### 13. terms of payment

payment for goods delivered made within 10 days from the date of the invoice is subject to 3% rebate and payment made within 30 days from the date of the invoice shall be of the net price without deduction. services (assembly/after sales service) shall be paid for immediately and without deduction because only personnel costs are charged. retaining part of the payment to ensure that any guarantee claims are met is not permitted. keeping back payments or setting them off against other payments is inadmissible - also in the case of guarantee claims or financial claims made on us. payment by cheque/note, i.e. a cheque in combination with a promissory note to be issued by us, requires our prior agreement. costs arising in connection with promissory notes are to be born by the customer. the payment by cheque/note is deemed to be a promise to pay and will only be accepted if discounting is possible. if any one invoice is not paid within the agreed period all other outstanding payments are immediately due. in the case of delays in payment we are authorised to charge interest to an amount of 4% for small businesses or 5% for other businesses according to sections 351 of hgb above the current basic rate of the european central bank we reserve the right to charge higher rates if it can be shown that these are applicable. all other conditions require our express written confirmation.

### 14. prices

the prices for our company's products at any time are those in the current price lists, which apply from the date of their publication - also for individual orders and call-off orders which have not yet been delivered. special agreements and terms require written confirmation.

as at 1 february 2009