

Company Handelsagentur Uwe Zauritz – General Terms of Sale and Delivery

(The description buyer, purchaser, customer in the following text has the same meaning as client throughout the entire correspondence)

1. General

The following general terms of business are valid for all quotations, deliveries and services, unless otherwise expressly agreed in writing. They exclude contradictory terms of the customer and are valid exclusively for the entire duration of the business relationship, even if it is temporarily interrupted, without us expressly referring to the validity of these terms or without us having to contradict different terms of business. Any deviation from our terms of business are only effective if they have been confirmed by us in writing.

In accordance with paragraphs 26 and 34 BDSG we would like to point out, that the necessary data from our business relationship within the framework of the admissibility of the BDSG is stored in the EDP.

2. Quotation

2.1 Quotations are not binding. Details of prices in the brochure or in the catalogue are not binding. Errors reserved. On the issue of a new catalogue, the prices in all previous catalogues lose their validity. The price in the order confirmation is valid in each case. Prices and orders do not become binding until they are confirmed in writing, a deposit has been paid or when they are being carried out. EC members must state the ID-No., otherwise German Value Added Tax must be invoiced. Customs and customs fees do not apply to EC members.

2.2 Prices in written quotations are binding for 4 weeks.

2.3 Drawings, illustrations, dimensions, weights and other data of services are only binding if they have been expressly agreed in writing. Specifications in brochures, advertising material and other sources of information are not assured characteristics in the sense of the guarantee law. Errors reserved.

3. Prices

All prices are valid ex stock Bamberg and are calculated according to order value. For small orders below EUR 500.00, minimum order surcharge 20%. First orders below EUR 500.00 cannot be accepted. Collection ex stock Bamberg must be agreed in advance. The goods are despatch ex stock, not assembled. Packing is calculated with 1.5% (min. EUR 10.00 max. EUR 50.00) of the value of the goods. If in the time between the finalisation of the contract and the delivery the prices are generally increased or reduced, the price valid on the day of the order is valid.

4. Sample

For a deposit a fabric and cover sample folder can be ordered for your perusal. If it is returned, freight paid and without damage, the deposit will be returned. On request we despatch sample chairs, freight and packing for a gross price per cash on delivery. The sample chairs will be accepted back, freight paid, if an order is issued to Handelsagentur Uwe Zauritz.

5. Delivery

5.1 Delivery is carried out against payment in advance less 2% discount or against cash on delivery, net. First orders against payment in advance only. Accounts are possible on request - however only if they are credit insurable.

To secure payment, orders above EUR 2500.00 net value of goods must be secured via the bank to 100%. The release of order and delivery time starts at the date of receipt of the security at Handelsagentur Uwe Zauritz.

5.2 If damage to be compensated, i.e. delivery delay due to negligence by the company Handelsagentur Uwe Zauritz, a maximum compensation for damages of 10% of the gross order value is decided, inasmuch liability cannot be excluded.

5.3 We have the right to refuse services for the customer, inasmuch as our suppliers fail to carry out their services towards us or if deliveries from our suppliers are delayed and such failure is not caused by us. We are not obliged to procure the goods from another source.

5.4 If our deliveries are delayed, the customer can set us a further delivery time by recorded delivery within which time the delivery or service must be carried out. Claims for damages of any kind are excluded in such a case.

5.5 Occurrences of force majeure and strikes release us from obligations for certain delivery times and deliveries.

5.6 Delivery times are 6 to 10 weeks, unless an earlier delivery time has been set and confirmed at a fixed date.

6. Production

6.1 Special productions – painting – upholstery require 80% deposit at issue of order.

Agreed delivery times are valid from the day at which the deposit is received by Handelsagentur Uwe Zauritz.

6.2 The upholstered chairs are understood to be with white cushion, fabric of the customer or against separate invoicing. Deviations of colour or dimensions do not constitute a reason for complaint.

6.3 Improvements of the model in our works or modifications of the articles of the Handelsagentur Uwe Zauritz product range or of products distributed by us are not subject to any special notification to the buyer and do not give him the right of complaint.

7. Performance by the buyer

Upholstery with the customer's covering material is carried out at the risk of the buyer, the buyer carries the sole risk for waste, loss or erroneous upholstery. The customer carries the cost of despatching the customer's material to the manufacturer. With mordant patterns provided by the customer to Handelsagentur Uwe Zauritz, a deviation in colour in the end product must be expected. The customer carries the risk of colour deviation.

The description buyer, purchaser and customer has the same meaning as client in correspondence (order, order confirmation etc.).

8. Transfer of risk/transport of goods

8.1 Deliveries are always carried out at cost and risk to the buyer, as soon as the goods leave the warehouse Bamberg or Brunssum, the risk transfers to the buyer. We engage freight forwarders on behalf of and to cost of the buyer. The goods must be checked for completeness and obvious faults and acceptance must only be confirmed to the freight forwarder with reservation.

8.2 The company Handelsagentur Uwe Zauritz is not obliged to take out transport insurance for the customer. However, at the express request of the customer in writing, this can be agreed prior to despatch of the goods, at the cost of the customer.

8.3 The delivery with a 40 ton articulated lorry must be possible, possibly arising additional costs due to transferring the load are to the cost of the buyer.

9. Retention of ownership

All articles remain our property until the full sales price or the price for work carried out and all additional costs have been paid in full, and also until demands arising later from the business connection are paid.

The buyer assigns his receivables from possible sale of the goods under reservation to the company Handelsagentur Uwe Zauritz in advance.

The purchaser must not remove the articles from his business premises without our consent in writing. If a creditor of the purchaser impounds these articles, the purchaser is obliged to inform us immediately. In this case, the purchaser will assign also any possible existing receivables from his customer to the company Handelsagentur Uwe Zauritz and which receivables must be made known to the company Handelsagentur Uwe Zauritz immediately. Possible costs arising from our intervention must be repaid by the purchaser. The purchaser must insure the delivered articles against fire, water, glass damage and marble damage and other damages in our favour and at his cost. An appropriate verification in writing must be furnished at our request.

10. Warranty

The assurance of features is only effective with confirmation in writing. Faults of delivered goods as well as deviations in quantity or wrong deliveries must be notified on receipt of the goods. Slight deviations in dimensions, colour and finish of the goods do not constitute a right of complaint. Damages due to breakage must be notified in writing. When complaints of faults are justified, the seller has a right to rectification. When rectification is carried out, the claims for exchange or reduction under warranty are excluded. Claims for compensation for damages are, as far as legally admissible, excluded. Goods can only be sent back with our agreement. Garden furniture is not covered by a warranty.

11. Assembly

11.1 The delivered goods are not assembled, unless it has been agreed otherwise in advance and Handelsagentur Uwe Zauritz has assured this in the order confirmation. Assembly can be ordered by the purchaser and will be invoiced at cost.

11.2 If delivery free destination or free site has been agreed, the purchaser must provide appropriate helpers and means for unloading.

11.3 Repairs outside the framework of the warranty obligations are invoiced at an hourly rate.

11.4 Unimpaired working of our freight forwarders and fitters at the agreed times must be ensured. Otherwise waiting times, overtime, additional travel, additional services etc. will be invoiced separately.

11.5 Hourly surcharges within the framework of the valid hourly rates will be invoices for overtime or Sunday work required by the purchaser or for unforeseen difficulties.

12. Complaints of faults

Claims under warranty for delivery to and services for non-business persons can only be validated if the relevant faults are reported and specified in writing immediately after delivery and assembly or after being taken into use. Not obvious faults must be reported immediately after completion, in any case, however, within the legal warranty period.

Exchange of delivered goods is excluded. Corrections can only be considered by us if the production according to the specifications known to us up to that time has not yet been commenced.

13. Payment

13.1 Payment for the sales price or the work carried out must be made direct to the company Handelsagentur Uwe Zauritz, to the conditions specified in the order confirmation and in the invoice. Representatives or fitters are not authorised to receive the payment, unless they have a special authorisation in writing for this or an order for collection according to the delivery note.

13.2 We never accept bills of exchange.

13.3 Setoff or enforcement of a right of retention is excluded, inasmuch as no connection with undisputed or legally valid receivables exists.

14. Delayed payment

If the payment period has been exceeded, we are authorised, after a reminder has been sent and after setting an additional period of 1 week, to demand bank-usual interest on arrears, regardless of possibly higher claims for damages.

If the payment is not made within the additional payment period, or if judicial arrangement proceedings or bankruptcy proceedings in respect of the assets of the customer have been opened, we will be entitled to the following rights:

We can:

- a) terminate the contract and demand the return of the goods or compensation for damages due to failure to perform
- b) take back goods not yet accepted and utilise them according to legal regulations via a securities sale at the customers cost.
- c) demand payment in advance or the furnishing of securities for goods not yet accepted or not yet delivered
- d) utilise securities already provided
- e) terminate all contracts not yet processed after setting an additional period of at least one week or demand compensation due to failure to perform
- f) assert further damages due to delayed payment. A flat rate of 20% of the sales price will be invoiced as damages due to delayed payment or decline in value after delivery of the goods, regardless of verification of higher damage.

15. Credit standing

If subsequently circumstances come to our notice, which may in our estimation reduce the credit standing of the purchaser, then we are, with notification of these circumstances, entitled to deem all our outstanding payments from the purchaser as due. This also applies to deferred payments. After a reminder has been sent and after a period for payment has been set we are further authorised to implement the measures provided under number „14“ delayed payment.

16. Suppliers expenses

Expenses of the supplier in the performance of the sales contract according to the contract must be replaced by the purchaser, if the order could not be carried out for reasons, which are not the fault of the supplier, although the supplier would have been able to carry out the order. This particularly also applies to orders, which are not carried out for reasons stated under point 15.

If the purchaser withdraws from the contract, he must pay a flat rate of 20% of the contract value as compensation for damages and loss of profit, regardless of verification of higher damages.

The same claim for damages of the company Handelsagentur Uwe Zauritz against the customer exists, if the customer is in delay of acceptance and the company Handelsagentur Uwe Zauritz withdraws from the contract for this reason.

17. Return of goods

In case of return of goods the purchaser agrees, that persons authorised by the company Handelsagentur Uwe Zauritz may enter the business premises and take possession of the articles themselves.

18. Place of fulfilment - jurisdiction

Place of fulfilment and jurisdiction is Bamberg.