

# GENERAL TERMS AND CONDITIONS

## § 1 GENERAL

All contracts of KFF GmbH & Co KG (HRA 5814, hereinafter also referred to as „KFF“, „we“ or „us“) shall be governed exclusively by the following terms and conditions of delivery and payment (hereinafter also referred to as „GTC“). Deviating terms and conditions shall not become part of the contract in any case. Verbal agreements and agreements made by telephone must be expressly confirmed by us in writing in order to be valid. The contracting party (hereinafter also referred to as „Buyer“, „Dealer“ or „you“) submits to the provisions of the German Commercial Code (HGB) for commercial transactions between registered traders. All sales documents shall be the property of KFF and shall be made available to the Dealer on loan for the duration of the cooperation. The terms and conditions of sale and delivery shall also apply to all future transactions with the Buyer. The purchase and sales notes in the sales documents are a legally valid part of these GTC. Misprints are excluded from this.

## § 2 PRICES AND PAYMENT

All prices printed in our price list are recommended retail prices and are shown as gross or net prices, depending on the information in the price list. Our invoices are due immediately upon dispatch of the goods. The Buyer has to pay them within the agreed period. For new Buyers, the first two deliveries are made against advance payment. In general, a 2% discount applies for advance payment. Unless otherwise agreed, the purchase price is payable 30 days after dispatch of the goods. If the Buyer does not pay within this period, without him being entitled to a right of retention, he is in default without reminder. The receipt of the money on our account is considered as payment. We accept cheques only after prior agreement on account of performance [to which we are not obligated]. Cheques shall only be deemed to be payment after they have been credited to our account. In this case, discount charges and other costs shall be borne by the Buyer. Requests for payment shall bear interest at the statutory rate in the event of enforcement. We shall be entitled to claim any further damages without restriction. If the payment deadlines are exceeded by more than 2 weeks, our claims from all deliveries are due immediately. We are entitled to make the delivery dependent on an advance payment of the purchase price and - if this is not made within a reasonable period set for this purpose - to withdraw from the contract. Agreements according to which such an advance payment is waived must be in writing in order to be effective.

## § 3 OFFER AND CONCLUSION OF CONTRACT

In case of doubt, our offers are subject to change. Contracts shall therefore only be concluded upon written order confirmation or delivery of the goods. The order confirmation can be issued by letter, fax, e-mail, Internet or in any other electronic text form. If the order confirmation does not correspond to the order, the Buyer is obliged to object in writing within 3 working days after delivery of the order confirmation. Changes after the mentioned period, can only be made against payment of the incurred costs. Additions and modifications are only effective if they are confirmed by us in writing. Illustrations, drawings and dimensions are only approximate. Minor deviations in dimensions, design and color may result from the nature of the products manufactured by us. They do not entitle the Buyer to give notice of defects; in particular, no guarantee can be given for uniformity of colors in fabrics and leathers, veneers and lacquer work. This also applies to repeat orders.

## § 4 PROCESSING AND TREATMENT OF MATERIALS SENT IN

As a matter of principle, fabrics sent in will be processed without being checked for their suitability. We accept no liability for creases, weaving faults or other defects resulting from the fabrics sent in. If it turns out that unsuitable material was provided, there are no warranty claims in this respect. The Buyer shall bear any additional costs incurred by us, in particular for return shipment, more difficult processing, etc.

## § 5 DELIVERY AND DELIVERY TIME

For delivery times, please refer to our order confirmation [For freight forwarding deliveries, the dates are ex works]. Delivery periods shall commence as soon as all details of execution have been clarified and the Buyer has fulfilled his obligations to cooperate, in particular has made an agreed advance payment. An agreed delivery period shall be deemed to have been complied with if the goods have left the warehouse or notification of readiness for dispatch has been given by the time of its expiry. The risk shall pass to the Buyer upon dispatch of the goods, even if we have assumed other services, e.g. shipping costs, demonstration or installation. In case of storage in our own works, at least 1.0% of the contract price of the stored goods shall be charged per month. We shall also be entitled to store the delivery item outside our works. Delays in shipment caused by the forwarding agent or the carrier shall not constitute grounds for claims for damages, unless the latter is guilty of intent or gross negligence. Any corresponding claims for damages against the carrier will be assigned to the Buyer. Minor overruns do not entitle to recourse claims in any case. Fire, explosion, official measures, industrial action at suppliers and other cases of force majeure shall release us from our obligation to deliver for the duration of our obstruction; the same shall apply if the designated events affect our suppliers. We are only obliged to deliver when we are satisfied with the information we have received. In his own interest, the Buyer must immediately report any transport damage to the forwarding agent. Partial deliveries are permissible. In the case of sample chair consignments, the freight costs incurred for outward delivery and collection shall be charged as a lump sum. Special agreements are excluded from this.

## § 6 RETENTION OF TITLE

The extended retention of title applies to all deliveries. All delivered goods remain our property until full payment. We must be informed immediately of any seizures or attachments by third parties. The Buyer may also resell our goods only under retention of title. In the event of resale of unpaid goods, the proceeds of the sale shall be assigned to us without further ado to the amount of our invoice. The Buyer undertakes to inform his customer of the assignment at our request. We retain title to the delivery item until receipt of all payments arising from the business relationship with the Buyer. The retention of title shall extend to the acknowledged balance insofar as we book claims against the Buyer in current invoices [current account retention]. In case of breach of contract by the Buyer, in particular in case of default of payment, we shall be entitled to take back the goods. Taking back the goods does not constitute a withdrawal from the contract unless we expressly declare this in writing. After taking back the purchased goods, we shall be entitled to dispose of them. The utilization can take place by private sale to third dealers and/or final consumers. In the event of realization, we shall be entitled to grant the third party purchasers a price reduction of up to 70 % compared to the regular list prices. The proceeds of the realization shall be credited against the Buyer's liabilities less a lump sum for realization costs of 10 % of the sales proceeds. The Buyer shall be entitled to resell the goods in the ordinary course of business as long as he is not in default of payment. The Buyer hereby assigns to us all claims in the amount of the final invoice amount agreed with him [including value added tax] which accrue to him from the resale against his customers or third parties, irrespective of whether the purchased goods have been resold without or after processing. Upon request, the Buyer shall provide us with a detailed list of the assigned claims, including the names and addresses of the Buyers, the amount of the claims and the invoice data, and shall provide us with all information necessary for the assertion of the assigned claims and allow us to verify them. Furthermore, the Buyer is obliged to disclose the assignment to his customers.

## § 7 WARRANTY AND DEFECTS

Deliveries must be inspected immediately upon receipt for defects, incorrect deliveries or deviations in quantity and other complaints. Obvious packaging and transport damage must be claimed immediately and must be confirmed in writing by the carrier on the KFF handover report. All defects in the delivery must be reported to us in writing within a period of 3 working days at the latest and should be documented by digital photos in the interest of the Buyer. If these deadlines are not met, the claims for defects shall expire. Minor or customary deviations in weight, shape, color, dimensions or quality as well as changes that serve the further development of the product cannot be recognized as defects. We are entitled to avert any notice of defect by either repairing the defect or supplying a replacement, at our discretion. Goods can only be returned with our consent. If the goods show traces of use upon return or if they cannot be returned, you are obliged to compensate the value of the goods in case of loss and/or to compensate the reduction in value in case of traces of use, as far as you are responsible for the loss or the deterioration. You can avoid such compensation by looking at and inspecting the goods but not using them. In addition, the goods should be repacked in the original cardboard packaging or a similar transport-safe packaging. For hidden defects, the statutory provisions apply. Of the direct costs arising from the rectification or replacement delivery, we shall bear - insofar as the complaint proves to be justified - the costs of the replacement item including shipping. Any costs incurred by the Buyer shall be borne by the Buyer. Necessary assembly and travel costs incurred in connection with unjustified complaints shall be paid by the Buyer. Any modifications or repair work improperly carried out by the Buyer or third parties without our prior written consent shall void our liability for the resulting consequences. The Buyer shall give us the opportunity to examine the complaint, in particular to make damaged goods and their packaging available for inspection by us. We shall not be liable for damage to the goods caused by natural wear and tear, unsuitable, improper or non-contractual use, faulty assembly, excessive stress or improper modification, reworking or repair work by the Buyer or third parties, or by faulty or negligent handling, insofar as this is not attributable to our fault.

## § 8 PLACE OF PERFORMANCE AND JURISDICTION

The contractual relationship shall be governed exclusively by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. Place of performance is in any case 32657 Lemgo. The place of jurisdiction for both parties is Lemgo. However, we are also entitled to sue the Buyer at his general place of jurisdiction. Contractual collateral agreements and amendments to these terms and conditions shall require our written confirmation in order to be effective. Any assignment of rights arising from this order or the contract shall require our written consent.

## § 9 DATA PROTECTION

Within the framework of business relations with our Buyers, data resulting from this will be stored, processed, changed and, if necessary, deleted in compliance with the provisions of the GDPR.