

## Terms of payment and delivery

1. Offers are subject to change. The prices are based on the following terms of delivery and payment. Unless otherwise agreed, the prices valid at the time of ordering will be charged. Contracts are only binding for us if we confirm them in writing to have. Unconfirmed agreements with us or our representatives have no validity. Differ our letters in the opinion of the purchaser to verbal agreements made by the latter, the orderer has to raise opposition immediately. If he omits this, then apply our letters as approved. This also applies to those be taken by employees of our company. Purchasing conditions of the customer do not oblige us, even if we do not explicitly contradict such.
2. Do we receive or have unfavorable information after conclusion of contracts we otherwise accept objective reasons that endanger our demands we are entitled, despite conflicting agreements, advance payments or, if delivery has already been made, immediate payment or to demand reasonable security, or even from the contract withdraw. Already accepted bills serve our security. Enforced payment deadlines, even as far as they are in the agreement of bill payments are lapsed.
3. Prices are basically ex works excluding packaging; they are without liability for repeat orders. Target prices indicate a plus tolerance of 10%. Packaging will be charged at cost and will not be taken back. Between the date of the contract and the date of delivery salary increases and material price increases entitle us to one corresponding surcharge on the agreed prices.
4. Our invoices are payable, unless otherwise agreed within from 14 days after date of invoice less 2% discount from the pure invoice amount or at the latest within 30 days after invoice receipt payable net. New customers by cash in advance or cash on delivery. Custom items by cash in advance or cash on delivery.
5. If the buyer is only in arrears with one agreed payment, we are entitled to withdraw from all current contracts or after our election also to claim damages for non-performance without requiring the setting of a grace period. By reminders and waiting we do not waive these rights.
6. The delivery dates mentioned by us in our offers or confirmations are only approximate and we are not following strict adherence tied to the deadlines. Those begin only after complete clarification of all on the order related questions. Exceeding the delivery deadline do not entitle the orderer to withdraw from the contract and not to assertion of claims for damages. At the time around which the delivery is due to malfunction or restrictions, strikes or lockouts with us or our suppliers, by war, coal or electricity shortage or by other cases force majeure, the agreed delivery time is extended.
7. The measurements given in our offers and confirmations, dimensions, weights etc. are only approximate. Deviations on the raw material wood are due to be accepted. Excess or short deliveries up to 10% of the confirmed quantity are reserved by us. For custom-made items, any remaining quantities are included to decrease.
8. All shipments will be carried at the risk of the recipient. Before shipment, the products are tested on clean execution and careful packaging. We are in no case liable for any kind of damage that arise on the transport. This is true even if the prices are free destination (cif) or free shipboard (fob). Shipping instructions will be considered by us if possible, otherwise we ship to the best of our commercial judgment. A liability for cheapest shipment is excluded.
9. Notifications of defects must be made immediately upon receipt of the goods, at the latest within 5 days and by registered letter with us. Slight deviations in design, dimensions and weights are withdraw as a reason for complaints. For justified complaints we have the right of repair or replacement. At our request is the rejected goods then against freight, but on our return costs before replacement can be delivered. Claims for damages, including claims for compensation of wages and price differences for cover purchases are excluded. If we decline rectification or replacement, it is only entitled to reduction, not on conversion or indemnity. Warranty is not considered for custom-made, according to or design documents of the client are provided, as far as defects based on its design documents. WARRANTIES are excluded if the buyer further processes or resell the goods after discovering the defect or should have discovered it. The same applies if the buyer unauthorized has carried out repair work. Returns may only be made with agreement of the supplier. Returns that are the responsibility of the buyer shall be borne by the buyer.
10. If the buyer is in financial difficulties, he comes with the payment even just one part of our claims in default or a bill or check protest comes with him before, so are our entire receivables from this business and other ongoing business including current bills due immediately. The same applies if, in the case of agreed exchange acceptance, the buyer is in arrears with the transfer of the bill of exchange. The obligation to accept bills will then cease and we will be entitled to cash payments.
11. The customer is liable for the fact that in the production of goods, according to his information, drawings, samples or models have been produced, the property rights of third parties are not violated.
12. On Illustrations, drawings, sketches, other documents and samples the supplier reserves ownership and copyright. They have to be returned immediately on request. Sample pieces, if not otherwise agreed, has to be returned within a month or has to be taken over for sale. Custom made items are those items that are not produced as standard or not listed in price lists. Special colors and submitted color samples count as well as special designs, unless otherwise agreed in writings were taken.
13. The withholding of due services because of any counterclaims of the buyer and the offsetting against any counterclaims is excluded.
14. In the event of default of payment, the purchaser shall reimburse all damages caused by the default, but at least to pay default interest in the amount of the applicable bank interest plus commission.
15. In the case of contracts on call, in the absence of a precise agreement, the acceptance dates, call-offs and acceptances of the goods must be made within the agreed total period in approximately equal amounts and intervals with timely classification. If the classification is not made in time to bring the delivery out in time, we are entitled either to make the classification at our discretion or to withdraw from the contract and to claim damages for non-performance, without the need for setting a deadline or grace period.
16. All goods delivered by us remain our property as long as we have claims against the buyer from the present or any other contract. For legal relations between the buyer and us, § 384 (2), 393 HGB apply accordingly to the commission business. Extended retention of title. As a security for the seller, the purchaser assigns to the supplier as a precaution the receivables due from a possible resale of the goods subject to retention of title to the supplier, irrespective of whether the delivered goods are unprocessed or processed or is a new thing resulting from co-processing of the delivered goods, to which the Supplier is entitled to ownership or co-ownership according to the aforementioned agreements. The buyer is granted the power of collection, but only as long as he meets his payment obligations on time. The buyer must transfer the sums received immediately to the seller; if this does not happen, they are the property of the seller and must be kept separately. If the buyer defaults on the proper fulfillment of its obligations to the seller, the seller may pursue the collection of the claims. On request, he can provide information about the person of the customer and about the amount etc. of the claims. If the buyer himself resells ownership, he reserves the right of ownership for his suppliers.
17. Place of performance for the mutual obligations of this contract is Bamberg. Jurisdiction for all claims arising from the business relationship, regardless of the amount in dispute, the district court Bamberg.