

Terms of sale, delivery and payment

1. General information, written form, contract procedures for construction works, conclusion of contract, severability clause.

All our current - and future - deliveries and services shall be based exclusively on the following terms and conditions. Other agreements shall only be valid, if confirmed by us in writing for each individual case. This written form requirement is given up for documentation purposes only in writing. In addition, the following terms shall apply: For the manufacture and delivery of our products in the construction industry: VOB (contract procedures for construction works) DIN 1961, for deliveries: BGB (German Civil Code). Acceptance of our deliveries and services - even subsequently - shall be regarded as authorisation to include our terms of sale, delivery and payment. The legal invalidity of one or several of the following terms and conditions shall not affect the validity of the remaining provisions. In such an event, the invalid provision(s) shall be replaced by a valid provision/valid provisions that come(s) as close as possible to the economic result of the invalid provision(s).

2. Quotation, unloading, conclusion of contract by confirmation of order, prices, deadlines

Orders shall be deemed as accepted and the respective contracts as concluded, if confirmed by us in writing. Verbal agreements shall always be confirmed in writing for documentation purposes. Our representatives shall not be authorized to submit contractual declarations in our name. The quantities, prices and delivery dates mentioned in our quotations shall be subject to changes. As to our quotations and delivery promises, we assume that our suppliers will supply us on time. Prices shall be without the statutory value added tax. For changes of price components, pricing shall be done with appropriate adjustments based on the prices valid upon delivery. In addition to our terms of business, the known conditions of our suppliers shall also apply. Unless otherwise agreed, prices shall be ex works. If delivery free to the door was agreed, the purchaser shall be in charge of unloading and storing. Waiting periods shall be to the purchaser's account. The access road to the construction site or unloading point must be easily passable upon delivery. Free and sufficient parking spaces must be available for our assembly vehicles. Transport of the products - even with agreements on carriage paid prices - shall be at the purchaser's risk. The documents pertaining to the quotation, illustrations, drawings and dimensions shall not be binding, unless explicitly termed as binding by us.

3. Patterns, agreed quality, in particular for natural products

In general, patterns reflect the average look and texture of the products. Variations in the delivery or quality of execution, even between individual parts as to colour, particle size and texture, shall be reserved, because raw materials, manufacture, production types and colour prints are subject to fluctuations. Such raw materials and production-related phenomena including discolouration due to storage and tears are no reasons for price reductions. Please note: Wood and natural stone are materials created by nature. Differences, specifically in the structure, may occur within a batch. We would like to point out that natural differences and peculiarities of the various types of wood or stone are no reasons for complaints. Please refer to our fact sheet on natural stone. Glaze cracks in tiles, too, are often production-related.

4. Drawings

Our drawings/blueprints shall remain our intellectual property and shall be provided to the customers for use only. Disclosure to third parties or reproduction shall be prohibited. 20% of the order value shall be due as contractual penalty in case of disclosure to third parties. The contractual penalty shall not relieve the customer from the prohibition of disclosure to third parties. Drawings shall be created at the time of submission of the quotation upon

request in exceptional cases and calculated according to the expenses involved. Appropriate credit shall be made after placing the order.

5. Calculations, in particular statics

The required calculations on statics shall be made upon request and charged at cost price. It is expressly noted that statics shall not be part of our delivery volume. Existing type tests, approvals or calculations on statics shall be available. The preparation of drawings or cut-out sketches, if necessary, shall be included in the unit prices. Costs for guarantees and construction insurance policies shall not be included in the price of the quotation/order.

6. Planning documents

Our planning documents shall be elaborated specifically for the respective order. They shall be copyrighted and may not be reproduced without our written consent, not even in parts.

7. Permits

The purchaser shall clarify building control and construction-related requirements prior to placing the order. Verification of the dimensions and technical data of our order confirmation shall be done by the purchaser - even if one of our representatives was involved in determining the dimensions. We shall be notified of any discrepancies or changes in the conditions on the 3rd working day after the order confirmation date at the latest. For chimneys, an approval issued by the master chimney sweep shall be provided by the purchaser.

8. Delivery and/or execution

In general, orders shall be accepted subject to the deliverability. Events of force majeure, breakdowns of any kind or other non-culpable delays shall entitle us to request a reasonable extension of the delivery periods or to cancel the contract as a whole or in parts, unless the customer is entitled to claim compensation for damage or to a right of withdrawal from the contract. In the event of an interruption of the works that occurs without being our fault, the customer shall bear the additional costs incurred. For call-off orders, the approximate required date shall be confirmed by us as delivery date. It shall be considered as the billing date as well, as deliverability is provided under the condition of clarity of the order. On the date of confirmation of the delivery date, payments shall be due, regardless of whether the call is made or not. For the delivery of call-off orders, the production time, which is required depending on the respective type of manufacture in accordance with the details in the order and/or the current order situation, must be available between order clarity for all parts and the desired delivery date. Should the delivery be delayed due to delays at the purchaser's premises, stock money at the amount of 1% of the gross product value per month shall be charged - starting from the date of deliverability. For implementation work, electricity and water, frost-free sand and binders (cement, cement-lime etc.) must be available at the customer's expense. Free use of the sanitary facilities shall be a requirement. The costs of traffic control and construction insurance policies shall be in the customer's responsibility. If a crane is required for the assembly work, it shall be provided free of cost on site and the costs involved shall be borne by the customer. Required chiselling work, work for platforms (chimney connections) and other additional work shall be invoiced at cost. Bolt parts, anchors etc. and other iron parts must be painted. Packaging shall be invoiced at cost. No installations may be performed in the area of connections between stairs and walls, which are required for structural reasons. Should any supply lines be damaged during the assembly for reasons that we cannot be held responsible for, the customer shall bear the repair costs incurred. All indoor railings shall be delivered with PVC handrail P300 in black or gold. The PVC handrail length shall be equal to the number of serial metres of a railing. Drill holes and railing supports shall be charged in addition. For spindle staircases, a surcharge of 30% shall be calculated. The customer shall be charged according to the valid list price taking into account a machining allowance (surcharge/reduced price). Payment shall be due after completion of each finished object (stairs – floor – railing - fireplace etc.) Changes in the installation deadlines shall

be announced 14 days in advance, additional costs incurred due to lack of information shall be borne by the customer. Required distance services to reduce the distance of the stair levels shall be provided upon request and invoiced as additional costs. The minimum calculation width for windowsills shall be 18 cm. The customer shall be responsible for proper covering of glass panes and flex work.

9. Contractual penalties

No penalties shall be paid.

10. Liability for defects

The purchaser undertakes to notify us of any defects in writing immediately and no later than within 8 days after arrival of the goods. The date of receipt of the complaint at our office is decisive for timeliness. The goods may not be used or processed prior to the date of the inspection. We shall replace the defective goods subject to complaints made in due time and accepted by us. Assertion of further claims by the purchaser shall be excluded. Breakage and shortages in transport by company or private vehicles shall be recorded in written declarations by the drivers and the persons involved in unloading and the respective summonable addresses shall be provided. Damage occurred during railway transport - including trucks used by the railway company - shall require immediate recording of facts by the railway company.

11. Warranty

For manufacture and delivery (see above: number 1, para 2.I. alternative) by us, the provisions of VOB shall apply. Warranty for delivery only without goods produced by us shall be granted according to the sales law of BGB and HGB (German Commercial Code) and for on-site assembly, we refer to the respective valid assembly instructions. The purchaser shall be responsible for further delivery to parties involved in the assembly and for the provision of the structural requirements to comply with the instructions. Our warranty obligations cover free remedy of justified and timely reported defects and such reports shall be made in writing. Further claims shall be excluded. Defect removal work by third parties shall release us from the warranty. The customer is advised of the following: Concrete is corroded by salt, therefore, no salt should be used, not even during frost periods; improper use by the customer shall also release us from the warranty.

12. Payment

If not otherwise expressly agreed in writing, our invoices shall be due net cash, immediately after invoicing. After 14 days, the customer shall be in default. For deliveries to the value of up to 100.00 Euros (net product value), we shall be entitled to charge a minimum fee of 20.00 Euros to cover the high costs associated with the processing of such orders. No surcharge shall be paid, if the products are picked up or paid cash. As our services are regarded as tradesmen's bills, no discount shall be granted and a discount shall only be accepted, if previously agreed with us in writing and on the condition that we have no other open claims against this customer. Offset against counter-claims shall be permitted only in case of undisputed or legally established claims. We shall be entitled to request appropriate advance payments. Payments shall be effected exclusively to us. If our terms of payment are not met in a timely manner, we shall be entitled to charge the statutory default interest without further notice. The right to claim further compensation for damages shall not be excluded in this context. If we accept cheques in individual cases, this shall only be done upon explicit agreement. If the financial situation of the customer deteriorates during the contractual relationship, or if he falls into arrears, we shall be entitled to request immediate payment of all outstanding claims or securities (§ 321 BGB). If payment or the security deposit is not made at first call, we shall be entitled to terminate the contractual relationship without notice or to withdraw from the contract.

13. Reservation of proprietary rights

The delivered goods shall remain our property up to full payment of all, also future determinable claims arising from our business relationship with a customer. Any processing of the goods is carried out for us. Acquisition of ownership or joint ownership in actually processed products in accordance with § 950 BGB shall therefore be excluded. If the products are processed, installed, or resold prior to being paid to us in full, the purchaser of our goods subject to retention of title shall transfer the ownership of the new goods to us already with this contract. He shall assign his claims from the resale or installation including the right to grant a building tradesmen's insurance mortgage in accordance with § 648 BGB already with this contract or his remuneration claim against third parties at the amount that corresponds to the value of the goods. Value of the goods within the meaning of this provision is our invoice value plus a security supplement of 20%. The purchaser of the goods subject to retention of title expressly declares that he is entitled to assign his claims. He shall be obliged to notify us of any agreement made with third parties contradicting the above assurance, in particular, of any non-assignment clause. Upon our request, the purchaser of our goods subject to retention shall be obliged to present the consent of his customer to the retention of title agreed in this contract. The purchaser of the goods subject to retention of title shall only be entitled to resell the reserved goods prior to full payment to us to any third party with our written consent and agrees to the same retention conditions with third parties. We shall be entitled to notify the subsequent purchasers at any time of our right of retention and/or our assignment of the claim or to collect the claim ourselves. We shall be entitled to prohibit any provisions concerning our delivered goods that are subject to retention of title and to suspend further deliveries at our discretion, if circumstances become known to us that significantly reduce the creditworthiness. Pledging or security transfers of goods supplied by us shall be banned prior to full payment of all pending claims to us. In case of seizures or other access of third parties concerning our rights, the customer shall notify us immediately. He shall also provide us with the necessary documents for third-party proceedings and to reimburse the legal costs to us. At current account, the retained title shall be used as backup for our balance claim. For proper performance of the liabilities by the customer, we shall be entitled to request sufficient securities in a form that and to also request provision of a dead pledge. The purchaser shall insure the delivered goods against the risk of theft and to provide us with evidence of the insurance contract upon our request.

14. Place of jurisdiction and place of performance

The parties agree that the place of jurisdiction for all claims shall be Ibbenbüren. Ibbenbüren shall also be the place of jurisdiction for default action with all business partners. Place of fulfilment for the above obligations shall be Mettingen.