

# General Terms of Delivery and Payment of the shop SYSTEMS Knoblauch GmbH



## 1. Scope of Application

- 1.1 The order placed, and all future orders, will be executed/ filled exclusively in accordance with the following conditions that shall be recognized as valid with order placement, latest through acceptance of the delivery.
- 1.2 Contrary general terms and conditions of the customers' shall apply only when these are expressly sustained by the contractor and are in writing.

## 2. Quotations/ Bids

- 2.1 If the quotation/bid is worked out on the basis of customer data (e.g., illustrations, drawings incl. measurements, etc.), then these data shall be binding only when they are taken reference to in the quotation.
- 2.2 The ownership and copyright of cost estimates as well as drawings constructed by the contractor and other documents/ records remains subject to reservation.

## 3. Delivery Period

- 3.1 Agreed upon delivery- or completion periods act in accordance with the presumable capabilities and are therefore without obligation. After exceeding the obligatory delivery period by more than 3 weeks, the customer can demand delivery or completion from the contractor, which puts the contractor in default. The customer cannot assert their warranty rights, namely withdrawal from the contract, compensation, or both, until having set a grace period of at least 2 weeks after the 3-week period has expired.
- 3.2 Unforeseeable extraordinary occurrences such as industrial disputes or conflict, jurisdictional measures, interruptions of traffic or other cases of force majeure, exempt the contractor from their obligation to deliver for the duration of the impact.

## 4. Reservation of Right of Modification and Assembly/ Installation

- 4.1 Workpieces produced in series are sold according to sample or illustration.
- 4.2 Deviations in color and grain of wood surfaces which are trade-usual and reasonable are reserved.
- 4.3 For doubts/objections on behalf of the contractor concerning the suitability of surfaces for the installation/assembly of furnishings or equipment to be hung, the contractor shall report these immediately to the customer and shall have the customer bring about the appropriate suitability for the assembly/ installation.

## 5. Prices and Terms of Payment

- 5.1 All prices are net prices, ex D-Markdorf, plus the respective valid legal VAT (Value Added Tax).
- 5.2 Offsetting of claims against the contractor shall be allowable only with undisputed counterclaims or such recognized by declaratory judgment. A right of retention from previous or other business cannot be put forward.

## 6. Retention of Title

- 6.1 The equipment/facilities and shop fitting systems delivered by the contractor do not pass into the customer's ownership until paid in full.
- 6.2 As far as delivered equipment/facilities and shop fitting systems are installed as integral parts to the customer's property, said

customer shall at this point already assign claims arising from the sale of the property, including all ancillary rights to the height of the value of the delivered equipment/facilities and/ or shop fitting systems to the contractor. The contractor shall accept the assignment. The value of the reserved commodities is the invoiced amount plus a 10 % security surcharge.

- 6.3 In case reserved commodities are resold by the customer, said shall at this point already assign the claims accrued from the resale to the height of the value of the reserved commodities, including all ancillary rights and rank, prior to the rest; the contractor shall accept the assignment. The value of the reserved commodities is the contractor's invoiced amount plus a 10 % security surcharge.
- 6.4 The contractor authorizes the customer to collect the assigned claims in accordance with 6.2 and 6.3 subject to countermand. The contractor shall not make use of his own collection authorization as long as the customer meets their financial obligations, including to vis-à-vis third parties. Upon the contractor's request, the customer shall name the debtors of the assigned claim and notify said about the claim. The contractor is also authorized to notify the debtors of the claim.
- 6.5 Other dispositions, especially pledging or transferring by way of security, are not permitted for the customer.
- 6.6 The contractor obligates himself to, at his choice, release or reassign the securities due in accordance with the foregoing regulations on demand by the customer, when the granted securities are in excess of the contractor's claims by more than 10 %.

## 7. Warranty and Liability

- 7.1 In case of defects of the equipment/facilities or shop fitting systems, the customer can demand subsequent fulfillment, however, the option between remedying the defects and redelivery is at the choice of the contractor.
- 7.2 The limitation period for warranty claims due to defects of the equipment/facilities or shop fitting systems is 1 year, in cases of § 634a, paragraph.1 No. 2, BGB, 3 years.
- 7.3 The limitation periods according to item 7.2 also apply for all claims for damages against the contractor that are connected with the defect. Claims for damages which are not connected with the defect are subject to a limitation period of 1 year. For damage claims in cases of injury to life, body, health or freedom, for claims in accordance with the Product Liability Act, in cases of gross neglect of one's duties or for breach of condition of the contract, the legal limitation periods apply.
- 7.4 For all claims, the limitation period begins with the delivery; for work performances, with the acceptance.
- 7.5 A liability for only minor neglect of one's duty, as far as not included under item 7.3, sentence 3, is excluded.

## 8. Final Clauses

- 8.1 The place of jurisdiction shall be the courts having jurisdiction for Markdorf when the customer is a merchant, a legal under public law or separate fund under public law.
- 8.2 For cross-border deliveries, German Law shall apply.
- 8.3 Additional agreements or such that diverge from the contract are required to be in writing and shall only then be deemed part of the contract.
- 8.4 In the case that one of these clauses should be legally invalid, then the other regulations of these General Terms and Conditions shall not be affected thereby.