

Our Terms of Delivery and Payment

1. General Provisions

The following terms of delivery and payment apply to all goods and services of the Seller. Any deviating provisions, in particular purchase conditions of the Buyer, shall only become part of the contract if this has been expressly agreed in writing. Oral agreements must be confirmed by us in writing. Arrangements with our agents, including orders placed in writing, also have to be confirmed by us in writing.

2. Offers and offer documents

Our offers are based on the terms of delivery and payment provided herein. Offers and acceptances of an order are subject to change with regard to prices and deliveries. Obvious errors in an offer may be corrected before accepting the order. We reserve proprietary rights and copyrights in all illustrations, drawings, calculations and other confidential documents. Their disclosure to third parties is forbidden. Each exception requires our prior express written approval.

3. Order confirmation

By placing an order, the Buyer accepts these terms of delivery and payment. All deviating agreements, including modifications or amendments, shall require our written confirmation. If the order was not confirmed, the invoice shall be considered as order confirmation. If we receive disadvantageous information on the financial situation of the Buyer, or a corresponding disadvantageous information on his business conduct and payment behaviour after the order was confirmed, we reserve the right not to deliver the order. This shall also apply if invoices due from previous orders are still unpaid. In this case, deliveries can be made only against advance payment. We reserve the right of withdrawing from the contract in that case, and in that case the Buyer cannot claim any damages.

4. Cancellation – rescission – returned goods – changes to orders

Orders may be changed without additional costs only within 3 working days after receipt of the order conformation. Changes of spare part orders and Express-Service orders are only possible on the same day on which the order confirmation has been sent. After this period, costs will be charged as incurred. The order conformation must be updated (quantity, model, delivery date). If the contract is annulled at the Buyer's request, the customer is obligated to pay all expenses and costs incurred up to this date. Rescission is excluded for goods which are custom-made or purchased specifically for the Buyer. All costs incurred shall be borne by the Buyer. We provide a 60 day value date on invoiced samples. In the event that the samples are returned, we will charge a handling fee of € 30.00. A credit note will only be issued if the samples are in resellable condition.

5. Delivery

Any shipments are to be delivered at our discretion by lorry, forwarding agent, mail or parcel service. System4 shipments are always made disassembled and packaged. From € 500 net value of the goods, we deliver free curbside within the Federal Republic of Germany (only mainland, not including the islands in the North Sea and Baltic Sea or inland lakes.) For net values of the goods below € 500, we charge freight costs amounting to 8 % of the net value of the goods, or € 18 per shipment/parcel as minimum freight cost share for assembled shipments, and € 6 for disassembled shipments. In case of delivery free to the point of use, the dealer shall be responsible for the transport, unpacking and set-up of the goods. However, if we are assigned the task to transport the goods to the end customer, we are entitled to charge an additional € 18 per chair for such deliveries. We charge an advising or fixed date fee of € 6 without exception for all shipments delivered at a fixed date at the customer's request, and for all shipments advised by telephone or e-mail. For the delivery of small parts (spare parts), we charge a minimum freight cost and packaging share of € 6 without any exception. All deliveries within our 48 hours delivery service are subject to an additional processing costs share of € 14 per chair without any exception. Delivery takes place disassembled and packaged. All deliveries within our express service are subject to an additional processing costs share of € 20 per package without any exception. Delivery will be made within 5 working days completely assembled in a cardboard box. All airfreight shipments, less-than container loads (LCL) and important deliveries leaving the mainland are subject to an additional packaging charge of € 6 per package for the required palletisation and stretch film packaging without any exception. If the Buyer insists on a particular packaging or shipping mode, the resulting additional costs shall be charged. Partial deliveries are allowed and are considered as a self-contained transaction. The customer is obligated to ensure unhindered access to the place of delivery. Possible obstacles of delivery (narrow access roads, no stopping restriction, etc.) have to be notified to us in writing before placing the order.

6. Delivery conditions, transport risk and transfer of risk

In case of shipment using our vehicles or other forwarding agents, the risk of the delivery shall pass upon handover of the goods to the customer/recipient. However, we assume this transport risk only under the condition that the customer/recipient shall acknowledge any identifiable transport damages or shortfalls in writing immediately upon acceptance of the goods to the delivering forwarding agent on the delivery note, bill of lading and/or pen key, and shall immediately inform us, indicating the type and extent of the identified transport damage. Hidden transport damages have to be handled identically, however they have to be notified to us within 3 days at the latest.

Further information shall be made available if required. If we ship the goods, we reserve the right to choose the dispatch route and mode of dispatch. For all deliveries for collection (ex works), the risk of accidental loss and accidental damage of the goods shall pass to the customer as soon as the goods are made available for loading. All airfreight shipments, less-than container loads (LCL) and on-time deliveries leaving the mainland will be packed on pallets and delivered packaged with stretch film. For any deviations from this provision, viasit requires a signed declaration of assignment (transport risk) by the customer / contractor.

7. Delivery time and delivery constraints

The delivery time will be determined according to calendar weeks. We are free to choose the delivery day in the confirmed week. The customer shall ensure that delivery is possible during normal business hours. Any goods whose readiness for dispatch or collection was notified on the agreed date must be immediately collected. If any shipments are not accepted in due time, we are entitled to charge the shipment immediately. In addition, we are entitled in those cases to charge storage costs and associated processing costs individually, depending on the extent and period of storage. The delivery period shall be subject to all reservations that may result from unforeseen obstacles in our own company as well as in the company of our suppliers. This includes all events such as interventions by public authorities, business disruptions, labour disputes, general telecommunication malfunctions, delays in delivery and production, etc. If such events should make delivery and service impossible or significantly more difficult, we are released from the obligation to supply, without the Buyer being able to withdraw from the contract or claim damages. The same shall apply for the aforementioned obstacles for the Buyer with the same legal consequences. The contracting partners are obligated to notify the other party immediately on such obstacles. Call orders have to be called at least 30 days before delivery. Call orders are limited to a maximum of 1 year and have to be called during this period. They are not subject to price fixing.

8. Material defects

We warrant the properties of our products. Their manufacture complies with the respective state of the art. The customer is obligated to inspect the goods immediately after their receipt, and to immediately inform us in writing on any complaints or defects. If the delivered goods are faulty, we are entitled at our option to remove the defect or provide a replacement. The customer is obligated to make the rejected goods available to us for inspection. In accordance with the statutory provisions, our warranty period for material defects is 2 years from delivery or passage of the risk. After handover of the purchased goods to the Buyer or to person authorised by the Buyer to take delivery, we undertake during the first 6 months to remove all defects free of charge which are the result of defects in material and workmanship. From the 7th month onwards, this shall apply only for defects for which the Buyer proves that they are the result of defects in material and workmanship. After the successful removal of defects or replacement delivery, all claims of the customer are settled. Subsequent performance does not give rise to the start of a new period of limitation. Any further rights, in particular the right of conversion or reduction or the right to claim damages, as well as any further liability for personal injuries or material damages are excluded. In addition, any warranty is excluded if the goods supplied by us have been treated, processed or modified by others without our approval, or if our operating manuals were not observed. If the Buyer delivers materials, accessories, etc. or we are ordered to purchase them directly from the manufacturer, we give no guarantee for their durability. Reduction of the purchase price or conversion of the purchase agreement may only be requested if the owed repair has definitely failed or is unreasonably delayed. Excluded from any warranty are components and materials which are subject to normal wear, such as rollers, upholstery fabrics, gas springs, surfaces of tables and frames, table edges and edge veneers, and defects resulting from technologically justified deviations, such as the colour of the grain in natural wood furniture, minor deviations in form and dimensions, insignificant deviations or damages caused by improper treatment. Modifications of the design and execution affecting neither the function nor value of the goods are reserved and are no basis for a notice of defects. Further detailed information on warranty and care instructions can be found in our warranty provisions.

9. Tolerances

Illustrations and descriptions of our goods in brochures, price lists, catalogues, etc. are not binding for production. Design changes and minor deviations from the quality and design of the goods resulting from materials or technical reasons are reserved. This shall also apply for the deviations in colour, surface gloss or upholstery material being the result of how the material turns out or being due to technical reasons. We also reserve the right to the tolerances which depend on the materials or are otherwise unavoidable.

10. Retention of title

We retain title to the delivered goods until all claims from the business relationship with the ordering party have been fulfilled. The Buyer is entitled to sell these goods in the ordinary course of business, as long as he meets his obligations from the business relationship with us in due time. However, he must neither pledge the goods which are subject to the retention of title, nor make them available as a security. If the Buyer is in delay with his payments, we are entitled after the issue of a reminder to achieve temporary return of the goods which are

subject to the retention of title at the Buyer's expense without any other proceedings. The Buyer assigns to us with immediate effect as a security all claims and titles from the sale of goods (including parts of outstanding amounts) in which we hold property. We herewith accept this assignment. The Customer is entitled to collect the amount receivable from the resale of the goods supplied by us, but shall pay the proceeds to us. We are entitled to disclose the assignment at any time and request payment to us from the customer's purchaser. We are entitled at any time to revoke the authorisation for resale. If the goods which are subject to the retention of title are processed or inseparably mixed with other items not owned by the Seller, the Seller shall acquire joint ownership in the new object in the proportion of the invoice value of the goods which are subject to the retention of title to the other processed or mixed objects at the time of processing or mixing. The same shall apply if the goods of the Seller are combined with other movable objects into one single item, and the other is to be regarded as the main item. The Buyer shall preserve ownership or joint ownership for the supplier. Apart from that, the item resulting from processing or combination shall be subject to the same provisions as the goods which are subject to the retention of title. If the customer is in delay with his payments, we are entitled to demand the return of the goods delivered under retention of title, without this constituting withdrawal from the contract, unless the German Instalment Purchase Law (Abzahlungsgesetz) applies. The return serves only to secure our claims. The customer remains obligated to fulfil the contract. Enforcement measures of third parties regarding the goods which are subject to a retention of title or any resulting claims shall be immediately notified by the Buyer to us, with submission of the documents required for intervention. For payments by bill (including return bills or continuation bills), the agreed retention of title shall be considered as cancelled only when the bills were cashed without objection, and the discount charges charged were paid to us. Bills of exchange must always be eligible for discount. Discount charges are at the Buyer's expense.

11. Samples – drawings – custom-made items

We reserve proprietary rights and copyrights in illustrations, drawings, sketches, other documents and samples. They shall be returned on request and must not be passed on to third parties without our approval. Unless agreed otherwise, samples must be returned or purchased within one month. Custom-made sample must be purchased and are non-returnable. Custom-made products are items which are not off the shelf or indicated in price lists. This also refers to colour shades. The Buyer warrants that products made to his specifications do not infringe the rights of third parties. Custom-made items cannot be returned.

12. Place of performance and place of jurisdiction

Place of performance for delivery and payment shall be the head office of the Seller. If any parts of the terms should infringe applicable laws, this shall not affect the validity of the remaining provisions. Instead of the invalid provision, a provision shall be deemed agreed that comes as close as possible to the purpose in an admissible manner. All legal disputes arising from the contractual relationship on the validity of the contract shall be exclusively governed by the law at the place of the Seller's head office, unless expressly determined otherwise by law.

13. Terms of payment

We grant a 2% discount for the payment of commercial invoices within 10 days from the invoice date. Payment up to 30 days from the invoice date have to be paid net. Services (assembly / customer services) are payable immediately without any discount, since they are wage payments. Warranty holdbacks are not possible. It is not allowed to retain or set off payments, even in case of complaints or counterclaims. Payments by cheque / bill must be agreed separately. Any expenses associated with payments by bill are at the customer's expense. Bills of exchange are considered as payment promise and are only accepted if they are eligible for discounting. If the agreed payment date of individual invoices is exceeded, all accounts receivable shall become immediately due for payment. In case of default of payment, we are entitled to charge interest in the amount of 4% for small merchants or 5% for fully qualified merchants according to §§ 351 of the German Commercial Code above the respective base rate of the European Central Bank. The proof of higher interest remains reserved. All other terms require our express written confirmation.

14. Prices

The products of our company are governed by the respective price lists from the date of their publication, even for deliveries that have not been performed yet and for call orders. Special arrangements and agreements are subject to written confirmation.