

# RITZENHOFF

## GENERAL DELIVERY AND SALES TERMS & CONDITIONS

### § 1 GENERAL — SCOPE OF VALIDITY

Our General Terms & Conditions are valid for all current and future business relations with companies under the terms of § 14 BGB [German Civil Code], i.e. with natural persons or legal entities or judicable partnerships acting in the course of their commercial or freelance business [hereinafter the »Customer«]. No divergent, opposing or supplementary General Terms and Conditions will be deemed contractually binding, even if we are aware of them, unless their validity has been explicitly agreed in writing.

### § 2 CONCLUSION OF CONTRACT

- Our quotations are without obligation. Any documents or information related to the quotation, such as illustrations, drawings, weights and dimensions are only approximate unless explicitly declared to be binding; we reserve the right to make reasonable technical alterations and to amend the shape, colour and/or weight of articles.
- By placing an order for an item, which must be done in writing, the customer enters into a binding agreement to purchase the item ordered. We are entitled to accept the contracted offered in the order within two weeks of receiving it. This acceptance can be expressed in written form or by delivery of the goods to the customer.
- We reserve all property rights and copyright for cost quotations, drawings and other documents, none of which may be accessed by third parties. This also applies to written documents classified as »confidential«. The Customer must obtain our explicit written permission before disclosing or transferring them to third parties. We, in turn, also undertake not to disclose or transfer documents that the Customer has classified as confidential to third parties without his permission.
- All agreements must be made in writing, except in the event of the parties agreeing to waive the written form requirement, which they must in turn also do in writing. Agreements made orally are not valid until they have been confirmed in writing. The same also applies to subsequent customer requests for changes.

### § 3 PAYMENT

- The quoted sales price is binding and, unless agreed otherwise, valid ex works and including loading at our factory but without packaging. Prices do not include VAT at the current statutory rate. In the absence of an explicit agreement to the contrary, our invoices are due and payable within 30 days of the purchase date.
- A price supplement may be charged for subsequent customer requests for changes.
- If the Customer is in arrears of payment, he must pay interest on the sum owed at a rate of 9 per cent above the basic interest rate for the duration of the arrears. We reserve the right to claim higher damages caused by delay if the higher value is proven. We will, in particular, charge on to the customer any fees and commission paid to a debt collection agency to collect the outstanding amount on our behalf.
- The Customer is only entitled to offset invoice payment against counter-claims that have been established in a court of law, are uncontested or have been acknowledged by us. The Customer is only entitled to withhold payment if his counter-claim involves the same contractual relationship. A separate agreement in writing is required for the deduction of any cash discount.

### § 4 DELIVERY

- The start of our quoted delivery time is subject to the prior clarification of all technical issues. The delivery deadline must be stated in writing and is deemed to be approximate unless specifically agreed otherwise. The delivery period starts when the order confirmation is dispatched, but not before the customer has supplied all the required documents, permits and approvals and/ or before receipt of a deposit payment, where agreed.
- Fulfillment of our delivery obligation is conditional upon the Customer's timely and orderly fulfilment of his own obligations. We reserve the right to claim for non-performance.
- If the customer is in default of acceptance or culpably violates other obligations to cooperate, we are entitled to claim compensation for the resultant damages, including any increased costs incurred. We reserve the right to further claims or legal action.
- Delivery is deemed punctual if the delivered item has left the factory or notification of its readiness for despatch sent to the Customer by the agreed delivery date. Delivery time will be extended accordingly in the event of industrial action or unforeseen circumstances beyond our control, in so far as such disruptions have a significant effect on the manufacture or shipment of the delivered item; this shall also apply if such disruptions occur at our sub-suppliers or sub-contractors. The above-mentioned circumstances shall also be deemed beyond our control if they occur while our Customer is already in default.
- If, for reasons within our control, we are unable to meet a delivery date that has previously been confirmed in writing or are in default, the Customer shall be entitled to claim default damages of not more than 0.5 % of the invoice value of the goods and services in arrears for every full week of arrears, and not more than 5 % in total. No further claims, particularly compensation claims, can be accepted unless they arise from demonstrably intentional or grossly negligent actions on our part.
- Over- or under-delivery of 10% to max. 20% of the order quantity is permissible for made-to-order products with customised design or decor. If a narrower range of permissible quantity deviations is required, a corresponding written agreement must be concluded at the same time as the contract itself. Production-related customary deviations in dimensions, content, weights and colours are permitted (mass-production).

### § 5 RETENTION OF TITLE

- We reserve the right of ownership for goods until all claims related to the current business relations with the Customer have been settled.
- The Customer undertakes to treat the goods with due care. If maintenance and servicing work is required, the customer must carry this out regularly and at his own expense.
- The Customer is obliged to notify us immediately in writing if a third party has access to the goods, for example by judicial seizure, and if the goods are damaged or destroyed. The Customer must also notify us immediately in writing of a change of ownership of the goods or any relocation of his place of residence.
- In the event of a breach of contract by the Customer, particularly arrears of payment or infringement of an obligation under Items 2. and 3. of these provisions, we shall be entitled to cancel the contract and demand the return of the goods.

- The Customer is entitled to resell the goods in the course of his normal business. He hereby already assigns to us all third-party receivables to the invoice value of any resold goods. We accept the assignment. After assignment, the Customer is authorised to collect the receivables. We reserve the right to collect the receivables ourselves if the Customer fails to meet his financial obligations towards us and is in arrears of payment.
- Reworking and processing of the goods by the Customer is always in our name and on our behalf. If the goods are processed with other goods that are not our property, we will acquire part-ownership of the new item(s) proportionate to the ratio of the value of our goods to the value of the other item(s) with which our goods are processed. The same shall apply if our goods are mixed with other goods that are not our property. On customer demand, we undertake to release collateral to which we are entitled in as far as the realisable value of our collateral exceeds the value of the relevant receivables by more than 20%; the choice of the collateral for release shall be at our discretion.

### § 6 TRANSFER OF RISK — PACKAGING COSTS

In the absence of anything to the contrary in the order confirmation, the risk of accidental loss and accidental deterioration of the goods is transferred to the Customer when the goods are delivered to him, and in the event of despatch sale when the goods are delivered to the haulage company, freight forwarder or any other person or organisation entrusted with carrying out the shipment; this shall also apply when partial consignments are delivered, or if we have engaged to perform other services e.g. to pay shipping costs or assume responsibility for delivery and setting up. If the Customer is in default of acceptance, delivery of the goods will nevertheless be deemed to have taken place. We will not accept returned packaging / packaging-material except transport-packaging and pallets. The Customer is responsible for the proper disposal of packaging material at his own expense.

### § 7 DEFECT CLAIMS

- We reserve the right to rectify defects by repairing them or delivering replacement goods, at our discretion.
- If rectification is unsuccessful, the Customer is fundamentally entitled to demand either a price reduction [reduction] or the cancellation of the contract [cancellation]. However, the Customer is not entitled to cancel the contract in the event of minor breaches, in particular slight defects.
- The Customer must give us written notification of obvious defects within two weeks of receipt of the goods. Failure to meet this deadline excludes the assertion of any claims. The deadline is deemed to have been met if notification is despatched within the prescribed period. The onus is entirely on the Customer to provide proof for any claims, in particular for the defect itself, the time at which it was detected and the timely despatch of written notification.
- If, after an unsuccessful attempt to rectify a legal or material defect, the Customer elects to cancel the contract, he shall not be entitled to claim any further compensation because of the defect. If, after an unsuccessful attempt to rectify the defect, the Customer elects to claim compensation, the goods shall remain in the Customer's possession if it is reasonable for him to retain them. Compensation is limited to the difference between the total purchase price and the value of the defective goods. This shall not apply if we have committed a fraudulent breach of contract.
- The warranty period is one year after delivery of the goods. This shall not apply if the Customer fails to give us timely notification of any defect [Item 3 of this provision]. The Customer will not receive any guarantees in the legal sense from us unless an explicit agreement to the contrary has been made in writing.

### § 8 LIMITATIONS OF LIABILITY

- In the event of slightly negligent breaches of an essential contractual obligation, our liability is limited to the foreseeable, product-related direct average damages in accordance with the type of contract. This also applies in the event of slightly negligent breaches by our legal representatives or vicarious agents. A contractual obligation is deemed essential if it is not possible to fulfil the contract if it is not met, or if the Customer could or did reasonably expect it to be met. We do not accept liability for slightly negligent breaches of immaterial contractual obligations.
- The above limitations of liability do not affect the Customer's right to claims under product liability, nor do they apply to bodily injury, injury to health or loss of life of the Customer attributable to us.
- The Customer's right to claim compensation for a defect expires after the expiry of one year following delivery of the goods. This does not apply if a later expiry date is specified in the statutory requirements of § 445 a) and § 445 b) BGB (German Civil Code) pertaining to supplier recourse, and in cases of bodily injury, injury to health or loss of life resulting from an intentional or grossly negligent breach of duty by us and where we have acted fraudulently.

### § 9 TOOLS AND MOULDS

Tools and moulds are our property, regardless of whether or not the Customer has fully or partially paid for their acquisition.

### § 10 FINAL PROVISIONS

- The law of the Federal Republic of Germany applies. The provisions of the UN Sales Convention are not applicable.
- If the Supplier is a merchant, a legal entity of public law or of special fund under public law, our business headquarters shall be the sole legal venue for all disputes arising from this contract. The same shall apply if the Supplier has no general legal venue in Germany, or if his domicile or place of abode is unknown when legal proceedings are instigated.
- Should individual provisions of the contract with the Contract, including these General Terms and Conditions, be or become wholly or partly invalid, this will not affect the validity of the remaining provisions.

Effective: September 2021