

1. Offers

- 1.1 All offers and agreements are subject to these Terms of Sale, Delivery and Payment. Please take note of the special terms and conditions applying to installation work.
- 1.2 Offers are subject to change. Unless agreed otherwise, any specific written offer on the part of the manufacturer shall constitute a binding offer for the duration of 2 months, after which such tender shall be subject to change.
- 1.3 Obvious errors in the offer may be rectified before acceptance of the offer.

2. Confirmation of order

- 2.1 By placing an order the buyer accepts and agrees to the conditions of delivery.
- 2.2 Any agreements – including amendments or supplements – are subject to written confirmation by the supplier.
- 2.3 In case no confirmation of order has been issued, the invoice shall constitute such confirmation.
- 2.4 In the event that after posting the confirmation of order or invoice the supplier has knowledge of a significant deterioration in the buyer's financial circumstances or where the supplier obtains unfavourable references regarding the buyer's business conduct or payment history, the supplier may request payment in advance or other reasonable security or withdraw from the contract.
- 2.5 An estimated time corridor for the delivery of your goods as well as a deadline for amendments will be sent with order of confirmation. Changes are possible before the deadline date printed on the order confirmation form. In the event that amendments are made, we may revise the dates of the delivery corridor after having made the necessary adjustments, and will inform you accordingly. If changes are made after the deadline date, it is no longer possible to postpone the estimated dates for delivery as a result of activities already underway. If you are able to store the furniture for the interim period, we will deliver it in the scheduled time corridor. If you do not have storage capacity, we will store the furniture for you at a fee. The risk of the goods being damaged or stolen during interim storage is borne by the customer.
- 2.6 Particular dates for delivery may be requested for a fee of EUR 200,-, bearing in mind our normal delivery times.

3. Cancellation, termination and return of goods

- 3.1 In case the customer wishes to cancel an order, the supplier reserves the right to charge the customer for the transport and installation costs incurred and to claim compensation for any other verifiable costs the supplier may have incurred as part of fulfilling his contractual obligations. Such compensation shall be limited to 15 % of the invoiced order value.
- 3.2 In the event of products especially manufactured for the customer or in the case of special products, orders may not be cancelled (see also products made to order).
- 3.3 Any items already used by the customer (sample products) shall be subject to a depreciation charge amounting to 50 % of the purchase order price during the first year and 70 % thereafter. The return of damaged goods is excluded.

4. Minimum order value

The minimum order value for each consignment is 300.- € (net) 40.- € (net) for small items (dispatch by post). For any orders below these minimum amounts, the invoice raised will be for the minimum amounts mentioned above.

5. Deliveries

- 5.1 Deliveries ex works will be made either by truck, rail or through a forwarding agency, whereby the choice of the transport method is at the discretion of the supplier. The venue to which goods are to be delivered must be accessible by truck.
- 5.2 Deliveries to the warehouse of the authorised dealer are free of carriage charges.
- 5.3 For deliveries to the first lockable door (inside) / end consumer – on behalf of the authorised retailer – the minimum fee for forwarding is 150.- €. We charge 4% of the order value (gross) to cover freight costs for goods up to a value of 20,000 €. For items with a gross value exceeding EUR 20,000, carriage is free.
- 5.4 Transport services by ophelis free of charge to the end consumer's place of use require a separate agreement. Additional time required compared with the contract for transporting furniture as a result of no lift(s) will be charged.
- 5.5 Assembly costs of wall-unit systems, partitioning systems, space division systems and conference systems will be charged as per price list valid at the time of delivery.
- 5.6 Assembly undertaken during the night and on public holidays will be invoiced separately.
- 5.7 If the buyer wants a special packaging or a special kind of shipment, the additional costs will be invoiced separately.

6. Terms of payment

Invoices are payable within 10 days of the invoice date less 2 % discount or within 30 days net. Any special payment dates and conditions concerning the property must be agreed separately. For default on payments, interest charges for late payment are levied from the due date according to Section 247 (1) of the German Civil Code (BGB).

7. Risk of transport

- 7.1 Where goods are delivered by a vehicle or contract carrier of the supplier, the risk of transport shall pass to the buyer at the time of handing over the goods.
- 7.2 The transport risk, i.e. the risk of loss or of damage to the goods during their transportation, for which neither the consignor nor the consignee can be held responsible, shall be borne by the supplier subject to the condition that the consignee or customer certifies to the supplier on the delivery or consignment note the kind and scope of the transit damage, specifying as far as possible its cause. In addition, such certification must be countersigned by the carrier and made available to the supplier immediately.
- 7.3 In case the buyer collects the goods himself or has them collected by his carrier, the transport risk shall pass to the buyer at the time the goods are handed over to him on the premises of the supplier.

8. Delivery time, delivery delays

- 8.1 The delivery times are fixed according to calendar weeks. The supplier reserves the right to determine the exact day of delivery.
- 8.2 In case the supplier is impeded from fulfilling his contractual obligations due to unforeseeable exceptional circumstances – in particular governmental interventions, business disruptions, industrial disputes, delays in the supply of essential raw and auxiliary materials – which he could not have averted by exercising due care, regardless of whether such circumstances occur on the premises of the supplier or his pre-suppliers, the delivery period shall be extended as is reasonable in the circumstances. In case, due to any of the aforementioned circumstances, the delivery or performance of the contract is impossible, the supplier shall be released from his delivery obligation while any right on the part of the buyer to rescind the contract or claim damages is excluded. In case the aforementioned impediments occur with the buyer, the same conditions shall apply pertaining to his obligation to take delivery. The contractual parties are under an obligation to inform each other of any obstructions of the aforementioned kind.

9. Warranty

- 9.1 All our goods are supplied with a two-year warranty against defects in materials, workmanship or construction, starting from the date of receipt. The warranty does not cover fair wear and tear or damage caused by improper handling (e.g. installation in rooms of new buildings which still haven't dried completely, storage in humid cellars or lofts, lack of proper protection from heat, improper cleaning or servicing, wilful damage or any changes made to the furniture by third parties).
- 9.2 No warranty applies to made-to-order items produced according to the customer's specifications or construction plans in case the defects are attributable to these specifications or construction documents.
- 9.3 Any warranty is subject to the condition that the buyer informs the supplier or his agent of the defect immediately after its detection. The defective item should no longer be used after detection of the damage.
- 9.4 Any warranty is excluded in case the buyer has already processed or sold the goods after detecting the damage or where he could reasonably have been expected to detect it before processing or selling them. The same applies where the buyer has undertaken repair work himself.

10. Notification of defects

- 10.1 Recognisable defects must be reported to the supplier in writing within one week after receipt of the delivery. No complaints shall be accepted concerning deviations in the dimensions and shape of items for technological reasons common in the industry and unavoidable natural deviations such as colour variations in wood. Insignificant defects shall not entitle the buyer to withhold payment.
- 10.2 Any warranty for the conformity of furniture with colour samples or the regularity of veneer is excluded.
- 10.3 Where defects in items have been acknowledged, the supplier may either repair the defect or deliver a replacement.
The buyer may only claim a price reduction or repudiate the contract in case the supplier fails to repair the defective item or replace it within a reasonable period of time or in case the repair work has failed to alleviate the defect.
- 10.4 Goods may only be returned with the consent of the supplier. Where goods are returned as a result of a fault on the part of the buyer, the buyer shall bear all transportation costs.
- 10.5 The manufacturer cannot be held liable for installation work such as the anchoring of wall units, the electrification of office furniture units etc. which has been performed independently by the end dealer.

11. Reservation of title

- 11.1 The supplier shall retain ownership in all goods delivered until the buyer has met all obligations towards the supplier arising from the business relationship.
- 11.2 The buyer may sell the goods in the ordinary course of business as long as he has met all obligations towards the supplier arising from the business relationship. The buyer may not, however, pledge the goods or use them as security.
- 11.3 In case the buyer is in default of payment, the supplier may (after issuing a warning) temporarily repossess the goods without setting a period of grace or rescinding the contract, whereby the costs of returning the goods shall be borne by the buyer.
- 11.4 The buyer hereby assigns as security any future receivables and rights arising from the sale or leasing of goods which are subject to reservation of title. The supplier hereby accepts this assignment.
- 11.5 Any treatment or processing of the goods subject to retention of title carried out by the buyer shall be deemed as effected on behalf of the supplier. In case the goods are processed or combined inseparably with objects that are not the property of the supplier, the supplier shall acquire co-ownership in the new product in proportion to the invoice value of the goods subject to retention contributed to the new product at the time of its manufacture. In case goods that are the property of the supplier are combined with other movable objects into a new product, whereby the other object constitutes the main component, the buyer shall assign to the supplier proportionate co-ownership in the product, if such main component is the property of the buyer. The buyer shall protect the ownership or co-ownership rights of the supplier. The same conditions shall apply to combined or processed products as to goods subject to reservation of title.
- 11.6 The buyer is under an obligation to inform the supplier immediately of any levy of execution initiated by third parties on the goods subject to retention of title or on receivables assigned to the supplier and hand over any documents necessary for intervention. The same shall apply to any other impediment.
- 11.7 The supplier undertakes to release upon request of the buyer any securities to which he is entitled on the grounds of the above provisions if their value exceeds the claims against the buyer by more than 10 %.

12. Samples and drawings

- 12.1 The supplier shall retain ownership and copyright of any illustrations, drafts, designs and other documents and samples. Upon request by the supplier they must be returned immediately. In addition, they must not be passed on to third parties without the express consent of the supplier.
- 12.2 Unless agreed otherwise, samples must be returned or, alternatively, purchased within one month. Samples made to order must be purchased and cannot be exchanged.
- 12.3 Goods made to order are products which are not produced in series or which are not listed on the price list. Unless agreed otherwise in writing, goods in a special colour produced according to specific colour samples also constitute made-to-order-products. The buyer guarantees that no rights of third parties are violated through the supplier's use of designs, samples and other aids provided by the buyer.

13. Place of performance and place of jurisdiction

- 13.1 The place of performance for delivery and payment is the registered office of the supplier.
- 13.2 Unless prescribed otherwise by law, the place of jurisdiction for any disputes concerning the validity of the contract shall be the competent court at the registered office of the manufacturer.

14. Final provision

Should a court find any provision to be void or illegal, even where such a finding is due to statutory changes, the validity of the remaining provisions hereof shall in no way be affected.