

STANDARD TERMS AND CONDITIONS

Section 1 General – Validity

(1) Our conditions of sale apply exclusively; customer's terms which may be contrary to or deviate from our sales conditions will not be recognized unless we have expressly consented to the validity of such conditions in writing. Our conditions of sale also apply even if we render delivery to the buyer without reservation whilst aware of the customer's conditions contrary to or differing from these conditions of sale. The conditions of sale and the separate price list apply in their currently valid version respectively. (2) All agreements between us and the customer regarding performance of this contract are stipulated herein in writing. (3) Our conditions of sale only apply to companies as defined in Art. 310 clause 1 of the German Civil Code (BGB).

Section 2 Offers – Offer Documents

(1) Our offers are subject to confirmation and non-binding. This also applies if we have provided the customer with catalogs, technical documents (e.g. drawings, plans, computations, calculations, references to DIN standards); other product descriptions; or documents – also in electronic form. (2) Ordering of goods by the customer shall be deemed to be a binding contractual offer as defined in Art. 145 German Civil Code (BGB). We are entitled to accept this offer within two weeks of receiving it. (3) We reserve the ownership and copyright rights to catalogs, technical documents, other product descriptions, or documents. This also applies to any written documents marked as "confidential". The customer must obtain our express written consent before forwarding them to third parties.

Section 3 Prices – Terms of Payment

(1) Unless specified otherwise in the order confirmation and the valid price list, our prices apply "ex works" and exclude packaging, which will be charged extra. (2) Our prices exclude the statutory VAT; this is stated separately on the invoice and charged at the rate applicable on the invoice date. (3) Cash discount may only be deducted upon express prior written agreement. (4) Unless specified otherwise in the order confirmation, the purchase price shall be payable net (without deductions) within 30 days of receipt of the invoice. Should the customer default in payment, the statutory regulations apply. (5) The customer shall only be entitled to offset claims against counterclaims if the customer's counterclaims are final and absolute, are undisputed or have been acknowledged by us. Moreover, the customer shall only be entitled to exercise a retaining lien if the customer's counterclaim is based on the same contractual relationship.

Section 4 Delivery Period

(1) The start of our stated terms of delivery shall depend on the prior clarification of any technical issues outstanding. (2) Adherence to our delivery commitment is subject to due and proper fulfillment of the customer's obligations. We reserve the right to assert a plea of non-performance of the contract. (3) Should the customer fall into acceptance arrears or culpably infringe other duties of cooperation we are entitled to claim compensation for loss incurred by us including reimbursement of any additional expenses. We reserve the right to advance further claims. (4) If the conditions of clause (3) are met, the risk of accidental loss or accidental deterioration of the item purchased shall transfer to the customer at the point in time where the latter falls into default of acceptance or debt arrears. (5) We shall be liable in accordance with statutory provisions if the underlying contract of purchase constitutes a fixed date transaction as defined in Art. 286 clause 2 (4) of the German Civil Code (BGB) or Art. 376 of the German Commercial Code (HGB). We shall also be liable in accordance with statutory provisions if, as a consequence of delayed delivery for which we are responsible, the customer is entitled to claim that his interest in further performance of the contract is discontinued. (6) We shall be further liable in accordance with statutory provisions if the delay in delivery is due to infringement of contract for which we are responsible either through intent or gross neglect; culpability on the part of our representatives or vicarious agents shall be attributable to us. If the delay in delivery is not the result of intentional breach of contract on our part, our damages liability shall be limited to the foreseeable typical damage incurred. (7) We shall also be liable in accordance with statutory provisions if the delay in delivery for which we are responsible is based on a significant contractual obligation; in this event, however, damages liability shall be limited to foreseeable typical damage occurring. (8) Further statutory claims and rights on the part of the customer remain reserved.

Section 5 Delivery to the Customer

Where we have agreed to carry out delivery to the customer, the customer must provide an unloading place that is suitable for unloading of a truck and take delivery of the goods at this unloading place. No additional services relating to delivery of the goods by us or by shipping companies commissioned by us, such as transferring the goods from the unloading point to the warehouse, shall be agreed.

Section 6 Transfer of Risk – Packaging Costs

(1) Unless specified otherwise in the confirmation of order, delivery shall be agreed as "ex works". (2) Separate agreements shall apply to the return of packaging. (3) If the customer wishes we shall cover delivery by transit insurance; costs in this regard shall be borne by the customer.

Section 7 Liability for Defects

(1) Claims with regard to defects advanced by the customer assume that the customer has properly met his / her obligations in respect of inspection and defect notification pursuant to Art. 377 of the German Commercial Code (HGB). (2) No claims with regard to defects shall exist where there is only a minor deviation from the agreed condition or only a minor impairment of usability. Should there be any defect in the item purchased, the customer is entitled at his / her discretion to subsequent performance in the form of defect rectification or supply of a new item free of defect. In the event of defect rectification we undertake to bear all expenditure necessary for the purpose of defect rectification, in particular transportation, travel, labor and material costs, provided these are not increased due to the fact that the item purchased has been transferred to a location other than the place of performance. (3) Should subsequent performance fail, the customer shall be entitled at his own discretion to demand withdrawal or reduction. (4) We shall be liable in accordance with statutory provisions if the customer claims damages compensation based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Provided we are not charged with intentional breach of contract, damages liability shall be limited to foreseeable typical damage occurring. (5) We shall be liable in accordance with statutory provisions if we culpably infringe a significant contractual obligation; in such event damages liability shall be restricted to foreseeable typical damage occurring. (6) Insofar as the customer has any other claim to damages instead of performance because of a negligent breach of obligation, our liability shall be limited to compensation for the foreseeable, typically occurring damages. (7) Liability as a consequence of culpable injury to life, physical injury or damage to health remains unaffected; this applies equally to compulsory liability under product liability law. (8) In the absence of any provision contrary to the above, liability is excluded. (9) Statute of limitations for defect claims is 12 months calculated from transfer of risk. (10) Statute of limitations in the event of any recovery of delivery damages pursuant to Art. 478 and 479 of the German Civil Code (BGB) remains unaffected; this is five years calculated from delivery of the defective item.

Section 8 Compliance with Locally Relevant Laws and Regulations Regarding Safety

(1) When importing or processing products (worldwide) the customer must comply with local laws and regulations. We cannot be made liable for the customer not complying with these "local" laws and regulations. (2) The customer must, in particular, comply with relevant applicable local regulations and laws regarding safety, construction, and operation that apply at the place of assembly for the orderly assembly and use/operation of the partition wall and sliding door systems in line with the relevant applicable state of the art. Where necessary, he / she must obtain the locally applicable and/or required permits for installation and use of the systems and create the required conditions for this. The customer is thus responsible in particular and among other things for clarification in line with locally applicable regulations regarding which glass/safety glass must, where applicable, be installed in the system to comply with the construction and use laws for the corresponding situation. We shall not be responsible for compliance with these locally applicable construction and operation law regulations and thus also not liable for any legal consequences that may result from a breach of these locally applicable regulations. For the rest, our liability, particularly resulting from product liability laws, shall remain unaffected.

Section 9 Joint Liability

(1) Any liability beyond that proven in Section 6 is excluded – irrespective of the legal nature of the claim advanced. This particularly applies in respect of claims arising from default in the course of conclusion of the contract, as a consequence of other breach of obligation or tortious claims for compensation for damage to property as defined in Art. 823 of the German Civil Code (BGB). (2) The limitation under clause (1) shall also apply if the customer demands compensation for futile expenditure in lieu of compensation for damage and in lieu of performance. (3) If damage compensation liability vis-à-vis ourselves is excluded or limited, this applies equally in respect of the damage compensation liability on the part of our appointees, workers, employees, representative and vicarious agents.

Section 10 Safeguarding Reservation of Ownership

(1) We reserve title to the item purchased up to the point of receipt of all payments due under the terms of the supply contract. In the event of behavior contrary to contract on the part of the customer, in particular in the event of payment arrears, we are entitled to recover the item purchased. Recovery of the item purchased implies withdrawal from the contract. We are authorized to realize the item purchased subsequent to recovery and the proceeds of realization shall be credited against the customer's obligations – less appropriate costs of realization. (2) The customer undertakes to treat the item purchased with due care; in particular he / she undertakes to adequately insure said item at new value against damage by fire, water and theft. If servicing and inspection work is necessary, the customer must carry this out in a timely manner at his / her own cost. (3) In the event of attachment or other third-party involvement, the customer shall immediately notify us in writing in order that we may file an action under the terms of Art. 771 of the German Civil Procedural Rules (ZPO). If the third party is not in a position to refund us court and out-of-court legal costs as defined in Art. 771 of the German Civil Procedural Rules (ZPO), the customer shall be liable for the loss incurred by us. (4) The customer is entitled to resell the item purchased in the normal course of business; however he / she shall assign to us all claims for the full amount of the final invoice (including VAT) of our claim accruing to him from resale to his / her purchasers or third parties, irrespective of whether the item purchased was resold without or subsequent to processing. The customer remains authorized to collect said claim even after assignment. Our authority to collect the claim ourselves remains thereby unaffected. However, we undertake not to collect the claim ourselves provided the customer meets his payment obligations arising from the proceeds recovered, does not fall into payment arrears and in particular if no application has been made to open composition or insolvency proceedings or if there has been no discontinuation of payment. Should this be the case, we may demand that the customer notifies us of the claims assigned and the latter's debtors and provides all details necessary to collection, submits the supporting documentation and communicates assignment to the debtors (third parties). (5) Processing or modification of the item purchased by the customer shall always be undertaken on our behalf. Should the purchased item be processed together with other items not belonging to us, we shall acquire joint title to the new item in the ratio of the value of the item purchased (final sum invoiced including VAT) to the other processed items at the point of processing. With regard to the item produced as a result of further processing, the same applies as for the item purchased supplied with reservation. (6) Should the purchased item be inseparably amalgamated with other items not belonging to us, we shall acquire joint title to the new item in the ratio of the value of the item purchased (final sum invoiced including VAT) to the other items amalgamated at the point of amalgamation. Should amalgamation occur in such a manner that the customer's item is regarded as the main item it shall be agreed that the customer transfers pro rata joint title to us. The customer shall retain the sole title or joint title so resulting on our behalf. (7) The customer also assigns to us claims for securing our claims against him / her, that come about as a consequence of combining the item purchased with a property vis-à-vis a third party. (8) We undertake to release the securities due to us on request by the customer, when the realizable value of our securities exceed the claims secured by more than 10%; the choice of securities released is at our discretion.

Section 11 Trademark Rights; Copyright and Competition Rights to raumplus Materials

(1) The description "raumplus" is comprehensively protected by trademark legislation, particularly in relation to its use as a registered word mark and company symbol. Use of the description "raumplus" is only permitted with our express consent. We can withdraw our consent for use at any time without providing a reason. (2) Use of the description "raumplus" as company symbol (e.g. as company name or trade name), as an integral part of a company symbol, as Internet domain address, or as integral part of an Internet domain address (e.g. as the combination www.raumplus-toponym.de), is not permitted as a matter of principle. (3) All information and designs – in particular photos, images, sketches, drawings, logos, product descriptions and information, manuals, brochures, Internet pages, and the entire corporate design – by raumplus are protected by copyright and / or competition laws. Their use is only permitted with our express consent. We can withdraw our consent for use at any time without providing a reason. (4) It is basically not permitted to remove copyright information (©) from our materials or curtail it or change it beyond recognition.

Section 12 Consent to Data Processing

The customer consents to raumplus electronically gathering and processing the personal data that he / she provides insofar as required to perform a contract and within the scope permitted by data protection regulations.

Section 13 Place of Jurisdiction – Place of Performance

(1) If the buyer is a registered trader, the place of jurisdiction is our place of business; however, we are also entitled to institute legal proceedings against the buyer at the court of his / her domicile. (2) German law applies. (3) Unless specified otherwise in the confirmation of order, the place of execution is our place of business.