

General Terms and Conditions of dekoraPUR GmbH

Preamble

- The following General Terms and Conditions apply exclusively in their currently valid version to all current and future deliveries and services of dekoraPUR GmbH (hereinafter referred to as „dekoraPUR“) to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law (hereinafter referred to as „Customer“). The current version is always available at <https://www.dekorapur.com/en/legal>.
- All conditions of purchase and counter-confirmations are hereby already expressly contradicted. The following conditions shall be deemed accepted at the latest upon acceptance of the goods or services by the Customer. This shall also apply in particular if we carry out the delivery without reservation in the knowledge of the Customer's GTCs.
The parties are aware that there are considerable economic restrictions due to the coronavirus pandemic and the war in Ukraine, and that there may be unforeseeable consequences for contractual relationships. Nevertheless, the parties agree to cooperate on the basis of the General Business and Delivery Conditions of the seller.
Should difficulties arise in the performance of the delivery obligation due to these or similar circumstances, the parties agree that they will make an adjustment to the contract by mutual agreement and taking into account the interests of both parties. The seller shall immediately inform the buyer of any difficulties and submit a proposal for adjustment of the contract.

Section 1 Offer

- Offers from dekoraPUR are subject to change and non-binding. The order confirmation of dekoraPUR is decisive for the content of the contract.
- The Customer is bound to its written or verbal orders for two weeks. Within this period, dekoraPUR may accept the order by written confirmation.
- Documents associated with the offer, such as illustrations, drawings, weights and dimensions, are only approximate unless they have been expressly designated as binding in writing.
- dekoraPUR reserves the property rights and copyrights to cost estimates, drawings, models and other documents. The Customer shall protect these rights and shall not grant access to third parties. They may neither be imitated nor used to the detriment of dekoraPUR.
- dekoraPUR is obliged to seek the Customer's consent before making plans designated as confidential by the Customer accessible to third parties.
- We reserve the right to deviations in structure and colour compared to the sample, insofar as the deviations are due to the nature of the materials used (solid woods, veneers, natural stone slabs, leather, textile products) and are customary in the trade.
- Prices shall be binding for 3 months for contracts and confirmed orders; thereafter, prices can be increased accordingly due to wage and material price increases that are unforeseeable or that are not caused by dekoraPUR.
- Changes to the order by the Customer are only possible within three days of receipt of the order confirmation. They require written confirmation by dekoraPUR.

Section 2 Scope of delivery

- The Customer accepts that customary excess or short deliveries of up to five percent of the ordered quantity may occur due to production-related variations in quantity and quality. The Customer is obliged to accept the excess or short delivery. The purchase price shall be increased or decreased in proportion to the additional or reduced performance rendered.
- Compliance with the delivery deadline shall be conditional upon the fulfilment of the Customer's contractual obligations.
- If the Customer suffers damage due to a delay caused by dekoraPUR's own fault, it is entitled to claim compensation for the delay to the exclusion of any further claims. It shall amount to 0.5 per cent for each full week, but in total not more than 5 per cent of the value of that part of the total delivery which cannot be used on time or in accordance with the contract as a result of the delay. The exclusion of further claims does not apply in case of gross negligence by dekoraPUR. The exclusion of further claims does not apply in the case of intent or gross culpability by dekoraPUR or a legal representative or vicarious agent. dekoraPUR is responsible for gross culpability on the part of simple vicarious agents only if those agents have breached material contract obligations. The customer may claim compensation for default only if it has given dekoraPUR written notice of the default and granted dekoraPUR a grace period of at least ten working days. The does not apply if dekoraPUR or a statutory representative or vicarious agent has acted intentionally or with gross negligence. In this case as well, dekoraPUR is responsible for gross culpability committed by simple vicarious agents only if those agents have breached material contract obligations. A contract obligation is "material" if it must be met for the contract to be performed properly and the counterparty relies and may rely on its being met.
- If the shipment is delayed at the request of the Customer, it will be charged the costs incurred by the storage, in case of storage in the works of dekoraPUR, at least 0.5 per cent of the invoice amount for each week or part thereof, starting

from the first of the month following the notification of readiness for shipment. The compensation must be increased or decreased if the seller provides proof of higher damages or the customer proves that the user suffered no damage or considerably less damage than the amount of the lump sum.

Section 3 Price and payment

- In the absence of a special agreement, the prices are valid FCA INCOTERMS® 2020 dekoraPUR GmbH, Spielberg 11, D-30890 Barsinghausen. Packaging will be charged separately and is not part of offers and order confirmations unless expressly listed. Value added tax at the respective statutory rate is added to the prices.
- Unless otherwise agreed, the payment is due in cash without any deductions within 10 days after the invoice date. Setoff against counterclaims that are uncontested or have become res judicata is permissible.
- Cheques and discountable bills of exchange shall only be accepted on the basis of express agreement and only on account of payment.
- The Customer may only withhold or offset payments if the counter-claim has been legally established or is undisputed by dekoraPUR.
- If the deadline is missed or the payment is late, interest amounting to 9 percentage points above the respective base interest rate pursuant to § 247 BGB must be paid.

Section 4 Transfer of risk and acceptance

- The risk is transferred to the Customer at the latest with the dispatch of the delivery parts, even if partial deliveries are made or dekoraPUR has assumed other services, e.g. delivery and installation. Upon delivery of the goods by the carrier, they are to be inspected immediately and any externally visible damage is to be claimed immediately in writing to the delivering carrier and to dekoraPUR. Otherwise, no compensation can be paid.
- If the shipment is delayed due to circumstances for which the Customer is responsible, the risk passes to the Customer from the day of readiness for shipment; however, dekoraPUR is obliged to effect the insurances requested by the Customer at its request and expense.
- dekoraPUR may render partial performances to a reasonable extent.

Section 5 Retention of title

- The retention of title regulated in the following serves to secure all respectively existing current and future claims of dekoraPUR against the Customer arising from the delivery relationship existing between the contracting parties (including balance claims from a current account limited to this delivery relationship). dekoraPUR will release securities granted to it insofar as their value sustainably exceeds the claims.
- The goods delivered by dekoraPUR remain the property of dekoraPUR until full payment of all secured claims. The goods as well as the goods covered by the retention of title taking their place according to the following provisions are hereinafter referred to as „goods subject to retention of title“. The Customer shall store the reserved goods free of charge for dekoraPUR.
- The Customer is entitled to sell the reserved goods in the ordinary course of business as long as it is not in default. Pledges or transfers of ownership by way of security are not permitted. In case of resale of the goods subject to retention of title, the Customer already now assigns the resulting claim against the purchaser to dekoraPUR by way of security. The same applies to other claims which take the place of the reserved goods or otherwise arise with regard to the reserved goods, such as insurance claims or claims in tort in case of loss or destruction. dekoraPUR revocably authorises the Customer to collect the assigned claims in its own name. dekoraPUR may only revoke this collection authorisation on the occurrence of an enforcement event.
- If third parties access the goods subject to retention of title, especially by seizure, the Customer shall immediately point out the ownership of dekoraPUR to them and inform dekoraPUR about this in order to enable it to enforce its property rights.
- If dekoraPUR withdraws from the contract in case of breach of contract by the customer – in particular default of payment – dekoraPUR is entitled to demand the return of the reserved goods.

Section 6 Liability for defects of delivery

- dekoraPUR guarantees that its factory work is executed professionally in accordance with the accepted rules of technology.
- The customer must examine the delivered goods completely (that is, must thoroughly and carefully check each delivered item for defects in quantity or quality). The customer must give written notice of all defects without undue delay, but within two weeks after receiving the delivered goods at the latest. Defects that cannot be discovered during a careful inspection within that period must be communicated to dekoraPUR in writing without undue delay after they are discovered. The notification must be sent using fax or email. Minor deviations regarding form, colour, or dimensions do not entitle the customer to lodge a complaint. If the buyer neglects to give written notice, the goods will be deemed approved unless they contain a defect that could not be discovered during the inspection.
- If any justified objections are raised, dekoraPUR may initially provide supplementary performance by means of subsequent improvement or subsequent

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delivery (at its discretion) within a reasonable period. If the supplementary performance fails, the customer may assert further statutory rights. Claims for damages, however, are regulated conclusively under § 6(4).

4. Liability is excluded. This does not apply to damage caused by injury to life, limb, or health. Neither does the exclusion of liability apply to intentional breaches of duty committed by dekoraPUR or to intentional or grossly negligent breaches of duty committed by a legal representative or vicarious agent. dekoraPUR is liable for grossly negligent breaches of duty committed by simple vicarious agents only insofar as they breach material contract obligations (a contract obligation is 'material' if it must be met for the contract to be performed properly and the counterparty relies and may rely on its being met).
5. By way of deviation from § 439(3) of the German Civil Code (Bürgerliches Gesetzbuch, BGB), the customer is not entitled to any reimbursement of the installation or dismantling costs if the customer installed the purchased item in or attached it to another item before the defect was discovered. By way of deviation from § 439 BGB, the customer shall bear the transport costs.

Section 7 Limitation

1. All claims of the customer against dekoraPUR become time-barred within one year. This does not apply to claims for damages based on grossly negligent breaches of duty; claims based on damage caused by injury to life, limb, or health; or in the event of intent or fraudulent concealment of a defect. Those cases are subject to the statutory time limits.

Section 8 Withdrawal

1. Operational disturbances due to force majeure, strikes, shortage of raw materials, also as far as these occur at pre-suppliers - as far as these do not only lead to a delay in performance - entitle dekoraPUR to withdraw from the not yet fulfilled part of the contract, if the disturbance was not foreseeable by dekoraPUR at the time of conclusion of the contract or if dekoraPUR is not responsible for it. dekoraPUR shall notify the Customer about such disturbances without delay and shall immediately reimburse counter-performance measures of the Customer for the fulfilled part of the contract.
2. If, after conclusion of the contract, circumstances become known which show the credit unworthiness of the Customer, dekoraPUR may withdraw from the contract. dekoraPUR shall inform the Customer about this immediately and shall refund the counter-performance of the Customer.
3. If the Customer withdraws from the contract for a justified reason, it shall nevertheless reimburse dekoraPUR for the respective costs for planning and production, at least in the amount of 20 percent of the total purchase price. The Customer is entitled to prove that the actual damage is lower.
4. In case of unjustified withdrawal by the Customer, the statutory provisions apply. In this case, dekoraPUR is entitled to claim damages of at least 25 percent of the purchase price, subject to proof of higher damages. The Customer is entitled to prove that the actual damage is lower.

Section 9 Final provisions

1. These Terms and Conditions and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany; the application of the UN Convention on Contracts for the International Sale of Goods and international private law is expressly excluded. By way of deviation, amendments are effective regardless of form if they constitute individual agreements as per § 305b BGB.
2. If the Customer is a fully qualified merchant, a legal entity under public law or a special fund under public law, the action for all disputes arising from the contractual relationship shall be brought in Hanover. dekoraPUR is also entitled to bring an action at the registered office of the Customer.
3. Any deviating agreements must be made in writing; any amendment to the written form requirement must also be made in writing.
4. Should individual provisions be or become invalid or prove to be incomplete, this shall not affect the validity of the remaining provisions. In such cases, the invalid or incomplete provisions shall be replaced or supplemented by provisions that come as close as possible to the purpose and content of the contract.

As of 08-2024