

General Terms and Conditions

Section 1 General

Our offers, deliveries and services are provided exclusively according to our GTC. Deviations from this require our written consent.

Section 2 Offer, terms of contract

Our offers are subject to change and subject to our ability to deliver. If a written order confirmation is issued, its contents form an integral part of the contract, even if our order confirmation is combined with the invoice on one form.

Section 3 Delivery

1) Cases of force majeure or pandemics – this includes long-lasting hindrances to the procurement of materials as well as the procurement of goods, the interruption of operations, personnel shortages due to illness, strikes, lockouts, unrest, war and government intervention, even if these events occur at our suppliers – release us from our obligation to deliver and perform for the duration. In the event of hindrances lasting more than 6 weeks, either party may withdraw from the contract individually. Partial deliveries must be accepted if these can be provided.

2) Delivery dates are only approximate and subject to change. In the event of force majeure (set-up times of the respective trade fair companies) and other hindrances of any kind that are beyond our control, as well as in the event of non-compliance with payment obligations by the buyer, we shall be released from any obligation to deliver, without the buyer being entitled to withdraw from the contract or assert claims for damages of any kind against us.

Section 4 Sample materials

Sample materials we provide may differ in colour and quality. Colour deviations are characteristic and production-related and are not grounds for complaint.

Section 5 Prices

1) Our prices are net prices without value added tax. In addition, we charge value added tax at the applicable statutory rate. Prices include waste for rectangular surfaces.

2) For inlay work, the offer we submit in advance applies.

3) Surfaces must be clear, clean and dry.

4) Cutting work for structures and/or machines will be charged separately.

5) Our prices include the respective goods, installation, including adhesive tape, and covering with protective foil.

Section 6 Payment

1) To ensure that the installation can be completed on time, payments (net) must be received in our account at least 5 working days before the installation.

2) Expenses for foreign bank transfers are to be borne by the client.

3) Orders placed on site must be settled immediately by cash or debit card payment.

Section 7 Warranty

1) The statutory warranty periods apply in this regard. These begin with the delivery date. If our company's operating or maintenance instructions are not observed, if changes are made to the products, if parts are replaced or materials are used which do not comply with the original specifications, any warranty shall lapse if the client does not refute a suitably substantiated assertion that one of these circumstances caused the defect.

- 2) Complaints about delivered floor coverings, materials and installation work must be notified to us in writing without undue delay.
- 3) Customary or minor technically unavoidable deviations in quality, colour, dimensions, (specific) weight, finishing, design or processing as well as shading effects in the case of velour are excluded from the warranty.
- 4) The possibility to have the complaint examined by the contractor must be confirmed and granted by us.
- 5) However, defects which it was not possible to discover promptly even after careful examination must be reported in writing without undue delay after discovery.
- 6) In the event of a complaint by the client that a product or our services do not comply with the warranty, we will decide, at our discretion, that the defective parts or delivered goods shall be made available to us for repair, or that the parts or services available for repair shall be kept available for repairs at the place of use.
- 7) If the client demands that warranty work be carried out at a location they determine, we can comply with this demand, whereby parts covered by the warranty are not charged, while working hours and travel expenses are to be paid at our company's standard rates.
- 8) Any liability beyond the trade fair assignment is excluded.
- 9) Warranty claims against our company are only granted to our client and are not transferable.
- 10) The preceding paragraphs exclusively contain the warranty for the products and services, and exclude other warranty claims of any kind. This does not apply to claims for damages arising from guaranteed characteristics, which are intended to protect the client against the risk of consequential damage caused by defects.

Section 8 Retention of title

- 1) All deliveries remain our property until full payment of all claims existing at the time of the conclusion of the contract, regardless of the legal grounds. The client is entitled to process and use the items subject to our reservation of title in the ordinary course of business as long as they are not in default. Pledging or transfer by way of security is not permitted. The client hereby already assigns to us any claims arising from a resale or any other legal grounds (insurance, tort) with regard to our retention of title (including all claims from current account) as security to the full extent of our claims.
- 2) We revocably authorise the client to collect the claims assigned to us for our account in their own name.
- 3) In the event of access by third parties to goods subject to our retention of title, the client shall draw attention to the property of our company and notify us immediately.
- 4) If the client acts in breach of contract – and especially default of payment – we are entitled to take back the items delivered by us or, if necessary, to demand the assignment of the client's claims for surrender against third parties. Taking back or seizure of the reserved goods by us does not constitute withdrawal from the contract, unless instalment payment law applies.

Section 9 Place of performance / Place of jurisdiction

- 1) The place of performance for all claims arising from the contractual relationship is our registered office.
- 2) For all current and future claims arising from the business relationship, including bills of exchange and cheque claims, it is agreed that the place of jurisdiction shall be our registered office, provided that the purchaser is a registered trader or a legal entity under public law. We also reserve the right to assert claims at the domicile of the opponent.