

## I.

1. All business transactions between us and our contractual partners (customers) are based exclusively on the following terms and conditions.
2. Upon receipt of the order confirmation, at the latest upon acceptance of our delivery, the customer accepts our terms and conditions of business and delivery without restriction and waives the assertion of any conflicting terms and conditions of purchase, the inclusion of which in the contract is hereby objected to as a precaution.

## II.

1. By placing a binding order, the customer expressly assures his creditworthiness. If justified doubts subsequently arise as to the customer's creditworthiness, we may, at our discretion, make delivery dependent on advance payment or the provision of security or, in the event that the customer fails to provide the requested security, withdraw from the contract. Furthermore, in this case we shall be entitled to declare all outstanding claims against the customer due and payable.
2. We shall also be entitled to the aforementioned rights in the event of default of payment by the customer. In the event of default with more than one liability, all claims against the debtor/customer shall be due for payment immediately.
3. If the claims against the customer exceed the exposure approved by the credit insurer, the customer is obliged to cover the amount exceeding the insured exposure immediately by payment or provision of security.

## III.

1. Changes in the cost basis entitle us to adjust the agreed prices appropriately, but only if the agreed delivery time or the contract period or contract term exceeds 4 months.

## IV.

1. Our prices are net prices and apply free domicile.
2. Unless otherwise agreed, the invoice amount is due after 30 days.
3. In the event of default, interest shall be charged at the statutory rate, whereby we reserve the right to claim higher damages for default against proof.
4. Checks are only accepted on account of payment.
5. We are entitled to assign our claims arising from the business relationship with the customer to BFS finance GmbH, Verl. If our claim is assigned, this and the bank details can be found on the invoice.
6. For orders with a value of up to € 500,- we are entitled to charge a general administration and freight fee of € 50,- per order.
7. The customer may only offset against our claims if the customer's counterclaim is undisputed or has been legally established.

## V.

1. The risk is transferred to the customer when the goods leave the manufacturer's factory, regardless of whether this is in Germany or abroad. This regulation also applies to deliveries that we carry out free domicile for the customer with our own truck. Transport insurance shall only be taken out at the customer's request and for the customer's account.
2. Deliveries in drop shipments are always free to destination.
3. We shall determine the freight route and the type of freight at our reasonable discretion, unless a special agreement has been made.
4. Shortages and/or transport damage must be documented in writing on the day of unloading. The report must be sent to us within 3 days.
5. The driver cannot and must not be involved in unloading. Any visible defect and, in particular, shortages and transport damage must be clearly noted on the delivery documents.

## VI.

1. Confirmed delivery dates are always approximate dates. We are entitled to change agreed delivery times or withdraw from the contract in the event of operational disruptions, procurement difficulties, force majeure or similar.
2. Delivery deadlines shall be met by us insofar as we are able to do so; however, the customer may not derive any rights from a short-term exceeding of delivery deadlines. If agreed delivery deadlines are not met, the customer must give us notice of default and grant us a subsequent delivery period of at least 14 days. This declaration must be sent to us by registered letter. After fruitless expiry of this period, the customer is entitled to withdraw from the contract.
3. Claims for damages by the customer due to delayed delivery or impossibility of delivery are excluded, unless they are based on intent or gross negligence on our part or on the part of our vicarious agents.
4. If the goods are not available, we are entitled to offer comparable goods.

## VII.

1. The customer is obliged to inspect the delivered goods immediately and to report any defects. If it is a commercial transaction for both parties, the delivered goods shall be deemed to have been approved if the customer has not reported any defects in writing within one week of receipt of the delivery.
2. In the event of a justified complaint about defects (377 HGB), the customer shall be entitled, at our discretion, to rectification of defects or replacement delivery against return of the goods complained about or, in the case of quantity defects, to subsequent delivery or credit note.  
The customer may only demand a reduction in payment or withdraw from the contract if it is not possible to remedy the defect or make a replacement delivery or subsequent delivery, or if these are unreasonably delayed.

3. Minor deviations in color and structure due to the natural growth of the wood do not justify a complaint. This applies in particular to repeat orders.
4. Any claims for damages by the customer are excluded, unless they are based on the fact that we or our vicarious agents have acted with intent or gross negligence. Excluded from this are claims for compensation for damages resulting from injury to life, body or health which are based on a breach of duty by our representative or vicarious agent.
5. Under no circumstances shall we be liable for compensation for indirect or consequential damages, in particular for loss of profit.
6. Insofar as claims for damages can be asserted against us due to expressly warranted characteristics, the scope of damages shall be limited to the scope of the warranty and to the damages foreseeable at the time the contract was concluded. Claims for loss of profit and/or loss of production are excluded in any case, unless we have expressly included these damages in the assurance of the properties.

### **VIII.**

1. We reserve title to all goods delivered until all liabilities of the customer arising from the business relationship have been paid in full (current account reservation),
2. By placing the order, the customer assigns to us in advance all claims arising from the resale of the delivered goods.
3. Only as long as the customer is not in arrears with his payments to us and there are no doubts about his solvency and it is ensured that the claims against his customers from the resale are transferred to us, is the customer entitled to sell our reserved property in the ordinary course of business and to collect the claims assigned to us in advance from his customers. The customer is obliged to provide us with evidence of the resale at any time upon request and to collect the claims against his customers on our behalf. In the case of factoring, the customer requires our express consent to the resale of our reserved property, the granting of which we will make dependent on the payment of our claims being secured. The same applies if the customer's purchasers prohibit the assignment of the claims against them or make it dependent on their consent.
4. If payment of our due claim is not made in accordance with the contract, we shall be entitled, without reminder and without setting a deadline, to demand the return of the goods delivered by us and to make all necessary determinations to secure our claims, in particular to mark our goods accordingly; the customer shall be obliged to provide us with the names and addresses of his customers by means of copies of invoices. The exercise of the retention of title shall not constitute a withdrawal from the contract.

5. At the customer's request, we are obliged to release, at our discretion, reserved property or claims assigned to us from our securities if the existing securities with their realization value exceed our claims to be secured by more than 20%.
6. The customer is obliged to take out appropriate insurance against fire, theft or similar to protect our goods subject to retention of title and to provide us with proof of such insurance upon request; he hereby assigns to us by way of security all rights arising from such insurance policies due to loss of or damage to our goods and authorizes us to notify the insurance company concerned of the assignment.
7. The customer is obliged to inform us of all claims asserted by third parties with regard to our reserved property or the claims assigned to us and to ward off access by third parties at his own expense in accordance with our instructions.
8. It is not necessary to withdraw from the contract in order to assert the retention of title, unless the customer is a consumer.

## **IX.**

1. If the customer remains in arrears for more than 2 weeks after notification of readiness for delivery, the acceptance of the goods or the fulfillment of his payment obligations or the surrender of the agreed securities, we are entitled, after setting a grace period of one week, to withdraw from the contract and to claim damages for non-performance.
2. Without prejudice to our right to claim higher demonstrable damages, we shall in this case be entitled to demand 25% of the sales price as compensation, unless the customer proves that we have suffered no or only minor damages.

## **X.**

1. German law shall apply. The UN Convention shall not apply. The place of jurisdiction for all disputes arising from the business relationship shall be the Blomberg Local Court or the Detmold Regional Court or the Poznan District Court; the customer may also be sued at its registered office.
2. Our terms and conditions of business and delivery shall also apply to subsequent transactions with the customer, even if this is not expressly agreed again.
3. Should one of the above provisions be invalid or should there be a loophole requiring regulation, this shall not affect the validity of the remaining provisions. Rather, the invalid provision shall be replaced by way of supplementary interpretation of the contract by a provision that corresponds to the economic purpose of the transaction, taking into account the interests of both parties.