

**Terms and Conditions of Sale**

**LIGNOTREND Produktions GmbH**

**D-79809 Weilheim-Bannholz**

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Stand 01.06.2019

## Terms and Conditions of Sale of LIGNOTREND Produktions GmbH, Weilheim - Business Customers

### Sec. 1 Scope, Form

- (1) These Terms and Conditions of Sale apply to all of our business relationships with our customers ("Purchaser"). The Terms and Conditions of Sale only apply if the Purchaser is an entrepreneur (Sec. 14 of the German Civil Code BGB), a legal person under public law or a special fund under public law.
- (2) The Terms and Conditions of Sale apply to contracts regarding the sale and/or supply of movable things ("goods") irrespective of whether we manufacture the goods ourselves or purchase them from suppliers (Secs. 433 and 650 BGB). Unless otherwise agreed, the Terms and Conditions of Sale, in the version applicable at the time of the Purchaser's order or most recently communicated to the Purchaser in text form, are deemed to constitute a framework agreement, including for similar future contracts, without the need on our part to refer to them in each individual case (Sec. 305(3) BGB).
- (3) Our Terms and Conditions of Sale apply exclusively. Any terms and conditions of the Purchaser that deviate from, are in conflict with or supplement these Terms and Conditions of Sale only form part of a contract if and to the extent that we have expressly agreed to their applicability. This requirement for express agreement applies in all cases, including, for example, if we make delivery to the Purchaser without reservation in the knowledge of the Purchaser's terms and conditions.
- (4) Individual agreements made with the Purchaser in individual cases (including secondary agreements, additions and amendments) take precedence over these Terms and Conditions of Sale in all cases. Subject to evidence to the contrary, a written contract or our written confirmation is authoritative for the content of any such agreements.
- (5) Legally relevant declarations and notifications made by the Purchaser in relation to the contract (e.g. setting a deadline, notification of defects, withdrawal or reduction) must be submitted in writing, i.e. in written or text form (e.g. letter, email, fax). Legal form requirements and other evidence, in particular in cases of doubt as to the legitimacy of the declarant, remain unaffected.
- (6) References to the validity of statutory provisions have only a clarifying function. Even without such clarification, the statutory provisions apply unless they have been directly amended in, or expressly excluded from, these Terms and Conditions of Sale.

### Sec. 2 Conclusion of Contract

- (1) Our offers are non-binding. This also applies if we have provided the Purchaser with catalogues, technical documentation (e.g. drawings, plans, calculations, cost calculations, references to DIN standards), other product descriptions or documents, including in electronic form, for which we reserve both ownership and copyright.
- (2) Orders of goods made by the Purchaser are considered to be binding offers of contract. Unless otherwise specified in the order, we are entitled to accept that offer of contract within 14 days of receipt.
- (3) Acceptance may be declared either in writing (e.g. by means of order confirmation) or via delivery of the goods to the Purchaser.

### Sec. 3 The Purchaser's Cooperation Obligations

- (1) Where the contract includes delivery of products to be manufactured in accordance with the Purchaser's specifications, the Purchaser must provide us with the documentation required to draw up the offer for this purpose. That documentation includes, in particular, the structural calculations (Sec. 642 BGB). If the Purchaser does not comply with this obligation, the legal consequences established in Sec. 643 BGB may be applied.

### Sec. 4 Contractual Bases and Other Services

- (1) The basis of the contract is the offer that we draw up on the basis of the tender or the data provided by the Purchaser in accordance with Sec. 3.
- (2) If, following conclusion of the contract, there is a need to create a new structural analysis, a new plan for the wooden construction or a new piece of equipment for the purchase item due to change requests made by the Purchaser, the work required for this must be paid at the hourly rate specified in the offer subject to the provision of separate proof. We will inform the Purchaser of the need for this work in advance.
- (3) The structural analysis of the components for connection purposes does not form part of the contract. If such a structural analysis is required or if the planner tasked with the overall structural analysis requires our support for this, the work required for this must be paid at the hourly rate specified in the offer subject to the provision of separate proof. We will inform the Purchaser of the need for this work in advance.
- (4) Assembly of the goods is not part of the service we provide.

### Sec. 5 Delivery Deadlines and Default of Delivery

- (1) Delivery deadlines are agreed in individual cases or specified by us upon acceptance of the offer of contract.
- (2) If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of service), we will inform the Purchaser of this immediately and provide the expected, new delivery deadline at the same time. If the service is still not available by the new delivery deadline, we are entitled to withdraw from the contract fully or partially; we will immediately refund any payments already made by the Purchaser. Within the meaning of the above, failure on the part of our supplier to make delivery to us in time is particularly considered to be non-availability of service if we have concluded a matching hedging transaction, if neither we nor our supplier are/is at fault or if we are not subject to any procurement obligation in individual cases.
- (3) The statutory provisions will determine whether we are in default of delivery. However, a reminder warning by the Purchaser is required in all cases. If we are in default of delivery, the Purchaser may demand lump-sum compensation for damages caused by the delay. The lump-sum compensation amounts to 0.5% of the net price (delivery value) for each completed calendar week of default; however, it may not exceed 5% of the delivery value of the delayed goods. We reserve the right to prove that the Purchaser suffered no damage or significantly less damage than the lump sum given above.
- (4) The Purchaser's rights in accordance with Sec. 9 of these Terms and Conditions of Sale and our statutory rights, in particular where the duty of performance is excluded (e.g. where the service and/or supplementary performance is impossible or unreasonable), remain unaffected.

### Sec. 6 Delivery, Transfer of Risk, Acceptance, Delay in Accepting Delivery

- (1) Delivery takes place ex-warehouse, where said warehouse is also the place of performance for the delivery and any supplementary performance. At the Purchaser's request and expense, the goods will be delivered to a different destination (sales shipment). Unless otherwise agreed, we are entitled to specify the type of shipment ourselves (in particular transport companies, dispatch route, packaging).

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- (2) Transfer of the risk of accidental loss and accidental deterioration of the goods takes place no later than upon handover to the Purchaser. In the case of a sales shipment, however, transfer of the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay takes place upon delivery of the goods to the forwarder, haulier or any other individual or establishment specified to carry out shipment. In so far as an acceptance procedure has been agreed, this is the determining factor for the transfer of risk. In all other respects, the statutory provisions of the German Contract Law for Work and Labour apply in the event of an agreed acceptance procedure. Handover/acceptance is still deemed to have taken place even if the Purchaser is in default of accepting delivery.
- (3) Loading and unloading of the goods is only part of the service we provide if this has been agreed separately.
- (4) If the Purchaser is in default of accepting delivery, fails to perform one of its cooperation actions or delays our delivery for other reasons for which it is responsible, we are entitled to demand compensation for any resulting damage, including additional expenses (e.g. storage costs). For this, we apply a lump-sum compensation amount of EUR 50.00 per calendar day, beginning on the delivery deadline or, if no delivery deadline exists, upon notification that the goods are ready for dispatch. Our rights to prove greater damage and our statutory claims (in particular for reimbursement of additional expenses, appropriate compensation, termination) remain unaffected; however, the lump sum must be offset against further monetary claims. The Purchaser is entitled to prove that we have suffered no damage or significantly less damage than the lump sum given above.

### Sec. 7 Prices and Terms of Payment

- (1) Unless otherwise agreed in individual cases, our prices applicable at the time at which each contract is concluded apply, ex-warehouse and exclusive of statutory VAT.
- (2) Without prejudice to the regulations established in Sec. 4, the following costs are charged separately subject to proof:
  - (a) Additional costs attributable to official orders or approvals.
  - (b) If a separate performance that deviates from standard performance requires an individual structural analysis, the costs and fees for this.
  - (c) Costs that arise because the Purchaser makes changes after conclusion of contract or does not comply with the arrangements established in the contract, which change the basis of a contractually agreed price or render special services within the meaning of Sec. 4(2) and (3) necessary.
- (3) In the case of a sales shipment (Sec. 6(1)), the Purchaser bears the transport costs ex-warehouse and the costs of any transfer insurance requested by the Purchaser. The Purchaser is responsible for any customs duties, fees, insurance costs, taxes or other public charges, unless otherwise expressly agreed.
- (4) The purchase price is due and payable within 14 days from issuing of invoice and delivery/acceptance of the goods. We are, however, entitled to require full or partial prepayment for any delivery at any time, including during an ongoing business relationship. We will give notice of a corresponding reservation no later than upon confirmation of the order.
- (5) The Purchaser is in default upon expiry of the above payment deadline. Interest accrues on the purchase price throughout the default period at the applicable statutory default interest rate. We reserve the right to assert further damage as a result of default. Our claim to commercial maturity interest (Sec. 353 of the German Commercial Code [HGB]) remains unaffected vis-à-vis merchants.
- (6) The Purchaser is only entitled to rights of offset or retention to the extent that its claim is legally established or undisputed. In the event of defects in delivery, the Purchaser's opposing rights, in particular as established in Sec. 9(6), sentence 2 of these Terms and Conditions of Sale, remain unaffected.
- (7) If, after conclusion of contract, it becomes apparent (e.g. via application to open insolvency proceedings) that our claim to the purchase price is jeopardised by the Purchaser's inability to perform, we are entitled to refuse performance and, after setting a deadline, where applicable, withdraw from the contract in accordance with the statutory provisions (Sec. 321 BGB). In the case of contracts relating to the manufacture of non-fungible items (individual productions), we may declare our withdrawal immediately; the statutory regulations governing our entitlement to dispense with the setting of a deadline remain unaffected.

### Sec. 8 Retention of Title, Confidentiality

- (1) Until all of our current and future claims under the purchase contract and any ongoing business relationship (secured claims) have been paid in full, we retain ownership of the goods sold.
- (2) The goods under retention of title may not be pledged to third parties nor assigned as collateral until the secured claims have been paid in full. The Purchaser must inform us in writing immediately if an application to open insolvency proceedings is submitted or if third parties are given access to the goods that belong to us (e.g. via seizures).
- (3) In the event that the Purchaser behaves in breach of contract, in particular in the case of non-payment of the due purchase price, we are entitled to withdraw from the contract and/or to demand restitution of the goods on the basis of the retention of title, in accordance with the statutory provisions. The demand for restitution does not include a declaration of withdrawal; indeed, we are entitled merely to demand restitution of the goods and reserve the right to withdrawal. If the Purchaser does not pay the due purchase price, we may only assert these rights if we have previously given the Purchaser a suitable deadline for payment to no avail or the statutory provisions do not require such a deadline to be set.
- (4) Until such time as revocation takes place in accordance with (c) below, the Purchaser is entitled to sell on and/or process the goods under retention of title within its regular course of business. In that case, the following provisions apply in addition:
  - (a) The retention of title extends to any products resulting from the processing, mixing or combining of our goods at their full value, whereby we are deemed to be the manufacturer. Should any third-party ownership rights remain in the case of processing, mixing or combining involving third-party goods, we will acquire co-ownership proportional to the invoice values of the processed, mixed or combined goods. In all other respects, the same applies to the resulting product as applies to the goods delivered under retention of title.
  - (b) The Purchaser hereby assigns us any claims against third parties, arising from the further sale of the goods or the products, as security, in full or to the extent of our co-ownership share, if applicable, in accordance with paragraph (a) above. We accept the assignment. The Purchaser's obligations specified in paragraph 2 also apply in consideration of the assigned claims.
  - (c) Both we and the Purchaser are authorised to collect the claim. We undertake not to collect the claim provided that the Purchaser complies with its obligations to pay us, there is no shortcoming in its ability to perform and we do not assert our right to retention of title by exercising a right specified in paragraph 3. However, if the foregoing occurs, we may request that the Purchaser notifies us of the assigned claims and their debtors, provides all the information required to collect the claims, provides the relevant documentation and informs the debtors (third parties) of the assignment. In that case, we are further entitled to revoke the Purchaser's authorisation to sell on and process the goods under retention of title.

- (d) If the realisable value of the securities exceeds our claims by more than 10%, we will waive the securities, at our discretion, at the Purchaser's request.
- (e) We retain ownership and copyrights over figures, drawings, calculations and any other documents relating to special solutions that we transfer as part of our business transactions; these must neither be made available to third parties nor used or sold outside of our business relationships without our consent. This applies in particular to written documents labelled as "confidential"; Customers must obtain our written consent before forwarding these to third parties.

#### **Sec. 9 The Purchaser's Claims for Defects**

- (1) Unless otherwise specified below, the statutory provisions apply to the Purchaser's rights arising in the event of material defects and defects of title (including incorrect and short delivery, incorrect assembly or defective assembly instructions). The statutory special provisions applicable to the final delivery of unprocessed goods to a consumer remain unaffected in all cases, even if that consumer has further processed the goods (recourse to the supplier in accordance with Sec. 478 BGB). Claims arising from supplier recourse are excluded if the defective goods have been further processed by the Purchaser or another entrepreneur, e.g. via installation in another product.
- (2) The agreement reached regarding the quality of the goods primarily forms the basis for our liability for defects. Any product descriptions that are the subject of an individual contract or disclosed by us (in particular in catalogues or on our homepage) are deemed to be agreements regarding the quality of the goods.
- (3) Unless other agreements regarding quality have been made, an assessment must be carried out in accordance with the statutory regulations to determine whether a defect is present or not (Sec. 434(1), sentences 2 and 3 BGB). However, we accept no liability for public statements made by the manufacturer or other third parties (e.g. advertising statements).
- (4) The Purchaser must have complied with its statutory obligations of inspection and notification of defects (Sec.s 377 and 381 HGB) in order to assert any claims for defects. If a defect becomes apparent upon delivery, inspection or at any later point, we must be notified of this immediately in writing. We must be notified, in writing, of all obvious defects within three working days from delivery; written notification of any defects that were not identifiable upon inspection must be sent within the same period from discovery. If the Purchaser fails to carry out the proper investigation and/or fails to provide notification of defects, our liability for the defects not notified, not notified in time or not notified in the proper way is excluded, in accordance with the statutory provisions.
- (5) If the item delivered is defective, we may choose, in the first instance, whether to provide supplementary performance by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). Our right to refuse supplementary performance under the statutory requirements remains unaffected.
- (6) We are entitled to make the supplementary performance owed contingent on the Purchaser paying the due purchase price. However, the Purchaser is entitled to withhold a suitable portion of the purchase price proportional to the defect.
- (7) The Purchaser must give us the time required to render the supplementary performance owed and, in particular, to surrender the goods in relation to which a complaint has been submitted for inspection purposes. In the case of replacement delivery, the Purchaser must return to us the defective item in accordance with the statutory provisions. Supplementary performance does not include either removal of the defective item or installation of the new item, if we were not originally obliged to perform such installation.
- (8) We will bear/reimburse any expenses required for inspection and supplementary performance purposes, in particular transport, travel, labour and material costs, as well as any removal and installation costs in accordance with the statutory regulations, provided there is actually a defect. Otherwise, we may request reimbursement from the Purchaser for any costs incurred as a result of the unjustified request for defect remediation (in particular inspection and transport costs), unless it was not possible for the Purchaser to identify that there was no defect.
- (9) In urgent cases, e.g. where operational safety is at risk or to prevent excessive damage, the Purchaser is entitled to remedy the defect itself and to request reimbursement from us for the expenses that were objectively necessary for this. We must be notified immediately, in advance where possible, in the event that the Purchaser performs remediation itself. The Purchaser has no right to perform remediation itself if we would have been entitled to refuse corresponding supplementary performance in accordance with the statutory provisions.
- (10) If supplementary performance fails or if an appropriate deadline for supplementary performance set by the Purchaser expires without success or is dispensable in accordance with the statutory provisions, the Purchaser may withdraw from the purchase contract or reduce the purchase price. However, there is no right of withdrawal in the case of insignificant defects.
- (11) The Purchaser is only entitled to claims for damage compensation or reimbursement of wasted expenses in the case of defects as established in Sec. 8; in all other respects, such claims are excluded.
- (12) Wood is a natural product; therefore its natural properties, deviations and features must always be taken into consideration. In particular, the Purchaser must take into account the biological, physical and chemical properties of wood when purchasing and using it. The range of naturally occurring differences within the same type of wood, in terms of colour, structure and other aspects, is typical of this natural product and in no way constitutes grounds for complaint or liability. If necessary, the Purchaser must seek professional advice.

#### **Sec. 10 Other Liability**

- (1) Unless otherwise specified in these Terms and Conditions of Sale, including the following provisions, our liability in the case of a breach of contractual and non-contractual obligations is as established in the statutory provisions.
- (2) Within the context of liability for fault, our liability to provide compensation is limited to intent and gross negligence, irrespective of the legal grounds. In the case of simple negligence, we are only liable for the following, subject to a lesser standard of liability, in accordance with the statutory provisions (e.g. for our duty of care in our own matters):
  - a) for damage arising from loss of life, physical injury or damage to health,
  - b) for damage arising from a significant breach of a fundamental contractual obligation (an obligation, fulfilment of which is a prerequisite for enabling proper performance of the contract and compliance with which the contractual partner regularly expects and can expect); in that case, however, our liability is limited to compensation for foreseeable, typical damage.
- (3) The limitations of liability arising from paragraph 2 also apply in the event of breaches of obligation by/in favour of individuals for whose culpability we are responsible in accordance with the statutory provisions. They do not apply to the extent that we have fraudulently concealed a defect or accepted a guarantee for the quality of the goods and for the Purchaser's claims in accordance with the German Product Liability Act.

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- (4) The Purchaser is only entitled to withdraw from or terminate our relationship on the basis of a breach of contract that does not consist of a defect if we are responsible for the breach. The Purchaser has no free right of termination (in particular as established in Sec.s 649 and 651 BGB). In all other respects, the statutory requirements and legal consequences apply.

**Sec. 11 Limitation Period**

- (1) By way of derogation from Sec. 438(1), item 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year from delivery. Insofar as an acceptance procedure has been agreed, the limitation period begins upon acceptance.
- (2) However, if the goods are a building or an item that has been used for a building in accordance with the normal way it is used and has resulted in the defectiveness of the building (building material), the limitation period is five years from delivery in accordance with the statutory regulations (Sec. 438(1), item 2 BGB). Further special statutory limitation provisions (in particular Sec.s 438(1), item 1, 438(3), 444 and 445b BGB) remain unaffected.
- (3) The above limitation periods as established in the sale of goods law also apply to contractual and non-contractual claims for compensation of the Purchaser that relate to a defect in the goods, unless application of the standard statutory limitation period (Sec. 195 and 199 BGB) would result in a shorter limitation period in individual cases. However, the Purchaser's claims for compensation in accordance with Sec. 8(2), sentences 1 and 2(a) and in accordance with the German Product Liability Act expire only as established by the statutory limitation periods.

**Sec. 12 Choice of Law and Place of Jurisdiction**

- (1) The Law of the Federal Republic of Germany applies to these Terms and Conditions of Sale and the contractual relationship between us and the Purchaser; international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG), is excluded.
- (2) If the Purchaser is a merchant within the meaning of the German Commercial Code, a legal person under public law or a special fund under public law, the exclusive (and international) place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our registered office in 79809 Weilheim, Germany. The above applies accordingly if the Purchaser is an entrepreneur within the meaning of Sec. 14 BGB. However, we are also entitled in all cases to bring action at the place of performance of the delivery obligation as established in these Terms and Conditions of Purchase/an overriding individual agreement or at the Purchaser's general place of jurisdiction. Overriding statutory provisions, in particular those regarding exclusive jurisdiction, remain unaffected.

## Terms and Conditions of Sale of LIGNOTREND Produktions GmbH, Weilheim, for Consumers

### Sec. 1 Scope and Contractual Bases

- (1) These Terms and Conditions of Sale apply to all of our business relationships with our customers ("Purchaser"), provided they are consumers.
- (2) The Terms and Conditions of Sale apply to contracts regarding the sale and/or supply of movable things ("goods") irrespective of whether we manufacture the goods ourselves or purchase them from suppliers (Secs 433 and 650 BGB). Unless otherwise agreed, the Terms and Conditions of Sale, in the version applicable at the time of the Purchaser's order or most recently communicated to the Purchaser in text form, are deemed to constitute a framework agreement, including for similar future contracts, without the need on our part to refer to them in each individual case.
- (3) All agreements made between us in connection with the purchase contract will be based on these Terms and Conditions of Sale, our written order confirmation and our statement of acceptance, in particular.
- (4) Any figures or drawings in our prospectuses, adverts or other offer documents are only approximate guides, unless we have expressly designated the information contained therein as binding.

### Sec. 2 The Purchaser's Cooperation Obligations

- (1) Where the contract includes delivery of products to be manufactured in accordance with the Purchaser's specifications, the Purchaser must provide us with the documentation required to draw up the offer for this purpose. That documentation includes, in particular, the structural calculations as well as the structural and planning drawings. If the Purchaser does not comply with its obligation, we will be entitled to claim compensation in accordance with Sec. 642 BGB or to terminate the contract in accordance with Sec. 643 BGB.

### Sec. 3 Contractual Bases and Special Services

- (1) The basis of the contract is the offer that we draw up on the basis of the tender or the data provided by the Purchaser in accordance with Sec. 2.
- (2) If, following conclusion of the contract, there is a need to create a new structural analysis for the purchase item due to change requests made by the Purchaser, the work required for this must be paid at the hourly rate specified in the offer subject to the provision of separate proof. We will inform the Purchaser of the need for this work in advance.
- (3) The structural analysis of the components for connection purposes does not form part of the contract. If such a structural analysis is required or if the planner tasked with the overall structural analysis requires our support for this, the work required for this must be paid at the hourly rate specified in the offer subject to the provision of separate proof. We will inform the Purchaser of the need for this work in advance.

### Sec. 4 Prices, Payment

- (1) Our prices include packaging costs and statutory VAT, but do not include delivery and shipping costs unless a separate agreement to that end has been arranged. In the event that you withdraw the declaration of intent in relation to conclusion of the purchase contract, you must bear the regular costs for returning the goods as specified in the instructions on right of withdrawal attached below.

Please return the goods to us in their original packaging.

- (2) Unless otherwise agreed between us in writing, the purchase price owed must be paid without deduction within 30 days of receipt of our invoice.
- (3) If you are in default of payment, we are entitled to claim interest at 5% above the respective base interest rate of the European Central Bank (ECB) from the moment at which you came into default. In this regard, we reserve the right to prove greater damage.
- (4) The following costs will be invoiced separately upon provision of proof:
  - (a) Additional costs attributable to official orders or approvals;
  - (b) If a separate performance that deviates from standard performance requires an individual structural analysis, the costs and fees for this.
  - (c) Costs that arise because the Purchaser makes changes after conclusion of contract or does not comply with the arrangements established in the contract, which change the basis of a contractually agreed price or render special services within the meaning of Sec. 2(4)(b) necessary.

### Sec. 5 Offset, Right of Retention

- (1) You are only entitled to offset against our claims if your claims have been legally established, we have acknowledged your claims or they are indisputable. You are also entitled to offset against our claims if you are asserting complaints or counterclaims arising from the same purchase contract. As a purchaser, you may only exercise a right of retention if your counterclaim relates to the same purchase contract.

### Sec. 6 Delivery and Performance Period

- (1) Our delivery periods or delivery deadlines are exclusively non-binding unless they have been expressly agreed as binding.
- (2) You are entitled to request delivery within a suitable period, in writing, four weeks after expiry of a non-binding delivery period or delivery deadline. If we culpably fail to comply with a delivery deadline or delivery period that has been expressly agreed as binding or if we are in default for any other reason, you must give us an appropriate grace period in which to render our service. If this grace period ends with no success, you are entitled to withdraw from the purchase contract.
- (3) Subject to the limitations established in Sec. 7 below, we are otherwise liable to you as established in the statutory provisions, if the contract relates to a fixed-date transaction or if you are entitled to invoke discontinuance of your interest in contractual fulfilment on the basis of a default in delivery for which we are responsible.
- (4) We are entitled to make partial deliveries and perform partial services at any time, provided this is acceptable for you.

### Sec. 7 Rights in the case of Default and Defects, Liability

- (1) If the item delivered does not exhibit the quality agreed between us or is not suitable for the use specified in accordance with our contract or for usage in general or does not exhibit the properties that you expected in accordance with our public statements, we are obliged to provide supplementary performance. This does not apply if we are entitled to refuse supplementary performance on the basis of statutory regulations.
- (2) Supplementary performance takes place at our discretion either by rectifying the defect (improvement) or delivering new goods. You must give us a suitable period for supplementary performance in this case. During ongoing supplementary performance, you are not

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entitled to reduce the purchase price or withdraw from the contract. If we have attempted supplementary performance on two occasions without success, this is considered to have failed. If supplementary performance has failed, you are entitled, at your discretion, to reduce the purchase price or withdraw from the contract.

- (3) You can only assert claims for compensation on the basis of a defect if supplementary performance has failed. Your right to assert further claims for compensation in accordance with the following paragraphs remains unaffected.
- (4) We assume liability in accordance with the statutory provisions for loss of life, physical injury or damage to health, where said damage is the result of a culpable breach of obligation by us, our legal representatives or our vicarious agents. Furthermore, we also assume liability in accordance with the statutory provisions for other damage resulting from contractual breaches due to intent or gross negligence and fraud attributable to us, our legal representatives or our vicarious agents. We assume unrestricted liability in accordance with the German Product Liability Act, where applicable.  
We also assume liability on the basis of a quality and/or durability guarantee provided that we have given such a guarantee in relation to the item delivered. If damage arises that is based on lacking quality or durability that we have guaranteed but is not incurred directly by the goods that we delivered, we are only liable if the risk of such damage is clearly included in our quality and durability guarantee.
- (5) If damage based on default or a defect arises as a result of a simple negligent breach of a fundamental contractual obligation (i.e. simple negligent breach of an obligation, fulfilment of which is a prerequisite for enabling proper performance of the contract and compliance with which you, as the purchaser, can regularly expect), our liability is limited to compensation for typical damage that was foreseeable upon conclusion of contract. The same applies if you are entitled to claims for compensation instead of performance.
- (6) Further liability claims against us are excluded, irrespective of the legal nature of the claims that you raise. Our liability in accordance with paragraph 3 above is not affected.
- (7) Wood is a natural product; therefore its natural properties, deviations and features must always be taken into consideration. In particular, the Purchaser must take into account the biological, physical and chemical properties of wood when purchasing and using it. The range of naturally occurring differences within the same type of wood, in terms of colour, structure and other aspects, is typical of this natural product and in no way constitutes grounds for complaint or liability. If necessary, the Purchaser must seek professional advice.

#### **Sec. 8 Retention of Title, Confidentiality**

- (1) The goods delivered (reserved goods) remain our property until full payment of all claims arising from this contract
- (2) We retain ownership and copyrights over figures, drawings, calculations and any other documents relating to special solutions that we transfer as part of our business transactions; these must neither be made available to third parties nor used or sold outside of our business relationships without our consent. This applies in particular to written documents labelled as "confidential"; customers must obtain our written consent before forwarding these to third parties.

#### **Sec. 9 Final Provision, Applicable Law, Place of Jurisdiction**

- (1) The Law of the Federal Republic of Germany applies to the contract between us. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- (2) If you have no general place of jurisdiction within the Federal Republic of Germany or relocate your permanent address or usual residence outside of the jurisdiction of the German Commercial Code (BGB) after conclusion of contract or if your permanent address or usual residence is unknown at the time at which necessary legal proceedings are initiated, the court of jurisdiction is 79809 Weilheim, Germany.

## Instructions on Right of Withdrawal

### Right of Withdrawal

- (1) You have the right to withdraw from this contract within 14 days without stating any reasons. The withdrawal period is as follows:
  - (a) In the case of a purchase contract, 14 days from the date on which you or a third party you have appointed, that is not the carrier, have/has taken possession of the goods,
  - (b) In the case of a contract regarding multiple goods that you have ordered under one order but which will be delivered separately, 14 days from the date on which you or a third party you have appointed, that is not the carrier, have/has taken possession of the last of the goods,
  - (c) In the case of a contract regarding delivery of goods in multiple partial shipments or items, 14 days from the date on which you or a third party you have appointed, that is not the carrier, have/has taken possession of the last partial shipment or the last item.
- (2) In order to exercise your right of withdrawal, you must inform us (LIGNOTREND Produktions GmbH, Landstrasse 25, 79809 Weilheim, Germany, Tel.: +49 (0) 77 55 / 92 00 – 0, Fax: +49 (0) 77 55 / 92 00 – 55, Email: info@lignotrend.com) by means of a clear statement (e.g. a letter sent in the post, fax or email) of your decision to withdraw from this contract. You may use the attached sample withdrawal form for this purpose, though this is not a requirement. In order to comply with the withdrawal period, you must send the notification stating your decision to exercise your right of withdrawal before expiry of the withdrawal period.
- (3) You have no right of withdrawal in accordance with Sec. 312g BGB if
  - (a) The goods are not pre-fabricated and the production of those goods is governed by your individual choice or decision, or the goods are clearly tailored to your personal needs (Sec. 312g(2), item 1 BGB),
  - (b) The goods, according to their nature, are inseparably mixed, after delivery, with other items, e.g. they are permanently integrated into a structure (Sec. 312g(2), item 4 BGB).

### Consequences of Withdrawal

- (1) If you withdraw from this contract, we must return all payments that we have received from you, including delivery costs (excluding additional costs arising from your choice of a different method of delivery from the standard, most economical delivery option that we offer) immediately, and by no later than 14 days from the date on which we receive your notification of withdrawal from this contract. For this repayment, we will use the same payment method as you used for the original transaction, unless otherwise expressly agreed with you; under no circumstances will you be charged for this repayment. We may refuse repayment until we have received the goods or until you have provided evidence that you have sent the goods back, whichever takes place first.
- (2) You must return or hand over the goods immediately and in any event no later than 14 days from the date on which you inform us of your withdrawal from this contract. Compliance with this period is deemed to have been achieved if you send the goods before expiry of the 14 days. You must bear the direct costs for returning the goods. These costs are estimated to be no more than around **EUR 1000.-**. You are only required to pay for any loss in value of the goods if that loss in value is due to handling the goods in a way that was not necessary to check their quality, properties and functionality.

(Purchaser signature)



**Sample Withdrawal Form**

If you wish to withdraw from the contract, please fill out this form and return it

To  
LIGNOTREND Produktions GmbH  
Landstrasse 25  
79809 Weilheim  
**Germany**

Fax: +49 (0) 77 55 / 92 00 – 55  
Email: [info@lignotrend.com](mailto:info@lignotrend.com)

I/we hereby withdraw from the contract that I/we concluded regarding the purchase of the following goods/the provision of the following services:

.....  
.....

(Name of the goods, order number and price, if applicable)

Goods ordered on: .....

Goods received on: .....

Name and address of consumer:

.....  
.....  
.....  
.....

Date: .....

Customer signature: .....

Holzbau gestalten...

**Sichtbar.  
Hörbar.  
Fühlbar.**