

General Terms and Conditions

Our General Terms and Conditions shall only apply to enterprises, legal entities under public law or special public assets (§§ 14, 310 BGB). Our General Terms and Conditions shall apply exclusively. Conflicting general terms and conditions or sales conditions of our customers shall even not be binding, if we do not expressly contradict to them. Our General Terms and Conditions shall even apply to future contracts, if an order, order confirmation or delivery note does not expressly refer to them.

I. Conclusion and Terms of Contract

1. The contract shall come into effect by our written order confirmation. Previous offers shall be provisional and without obligation.
2. The descriptions, diagrams and illustrations in our catalogues, price lists or other advertising material shall only give a general idea of the goods therein described. They shall neither be any guarantee nor assurance nor information with respect to the quality of goods unless expressly confirmed by us in writing.
3. Minor deviations from the quality specifications confirmed in writing shall be considered accepted unless they are expecting too much of the customer.
4. Deviations, in particular with regard to quality, strength, width, weight, etc., usual in the trade cannot be avoided and shall not constitute a defect in the legal sense. Specifications of dimensions, weights and performances, in particular with regard to physical characteristics, chemical resistance and the like, only are approximate values. They shall not be considered approved quality of goods unless expressly confirmed by us in writing.
5. Collateral agreements, supplements, and alterations of the contract must be confirmed by us in writing. This shall also apply to the waiver of the requirement of the written form.

II. Prices, Terms of Payment

1. The price indicated by us is the net price unless not expressly stated to be the gross price. In addition, the customer shall be indebted to the value added tax at the legal rate in effect on the date of performance, as well as to the delivery costs. Price statements only refer to the number of units indicated.
2. For goods to be delivered later than 4 months after the contract has been signed we shall be entitled to make price adjustments to the extent required by a change in material prices, wages, exchange rates, taxes, customs fees and other costs. If the price rises by more than 10 %, the customer shall be allowed to terminate the contract.
3. The customer shall not be entitled to the right of retention on account of counterclaims unless these are based on the same contract and are either legally established or accepted by us. With permanent business relations, every individual order shall be considered a separate contract. The customer shall only be authorized to set off claims that are legally established or undisputed by us.

III. Delivery, Transfer of Risk

1. Delivery dates or periods shall only be binding, if they are expressly agreed upon in writing. This confirmation shall be subject to the punctual delivery of our sub-suppliers to us.
2. Precondition for keeping such periods is that all technical and commercial questions have been clarified and all required obligations to cooperate have been met by the customer. If the customer fails to cooperate in due time, the delivery period shall be suspended until corresponding cooperation takes place.
3. If the performance is delayed due to difficulties and stoppages considerably influencing the production or delivery of the subject matter of the contract for which we are not responsible or which could not have been foreseen, the time of performance shall be extended by the period necessary to remove the difficulties. This shall also apply, if such circumstances prevail at sub-suppliers through no fault of ours.
4. The delivery period shall be considered observed, if the operational items have, on the customer's request, been shipped or picked up within the agreed period of delivery or performance. If the delivery is delayed owing to reasons the customer is responsible for, the period shall be considered kept upon our notification of readiness for shipment.
5. If the non-compliance with the period of delivery or performance is due to mobilization, war, commotion, strike, lockout or other such circumstance that is beyond our control, the period shall be extended appropriately. We shall notify the start and the presumable end of these circumstances soonest possible. This shall not affect the legal requirements regarding the customer's termination of the contract for unreasonableness.
6. Failure to comply with the period for other reasons than those indicated in items 3 and 5 hereof, shall entitle the customer, if he/she can substantiate that the delay caused him/her losses, to claim, for each completed week of delay, as a compensation for the default, 0.5 % up to maximum 5 % of the value of the part of delivery that, due to the delay, cannot be used in time or as agreed upon in the contract. The customer may also claim such compensation, if the circumstances stipulated in items 3 and 5 hereof occur after the originally agreed period has been exceeded through negligence.
7. The customer shall only be entitled to terminate the contract owing to failure to observe a period of delivery, if he/she cannot be expected to fulfil the contract, in whole or in parts, or if he/she has, on the expiry of the delivery period, granted us in writing an appropriate extension of time. Reminders and granting of time extension must be drawn up in writing.
8. We shall be entitled to make partial deliveries to a reasonable extent. The buyer shall be obliged to take partial deliveries without delay.
9. When the goods leave the warehouse, the risk of them being damaged or destructed shall pass to the customer unless otherwise agreed upon.

IV. Warranty

1. We warrant that the goods are free of material and processing faults which nullify or impair their suitability for normal use. Goods as defined by this provision shall not mean the entire delivery, but only the single defective object.
2. The customer shall, to a reasonable extent, be obliged to check the goods supplied immediately upon receipt and prior to processing. A visible defect must be advised in writing immediately, but within two weeks, at the latest. Latent defects must be advised immediately after being detected. This shall not apply to fraudulent concealment of a defect. Using defective goods without our written approval shall be considered an acceptance of the goods.
If the customer learns of defects of the goods after processing, he/she shall be obliged to notify us in writing immediately.
3. We shall be allowed to check the claimed defect. If the carpet has already been installed, we must, immediately, be consulted for the purpose of checking a defect. The customer shall be obliged to enable the installed carpet to be checked by us in the place of installation to enable us to find the cause of the defect. In addition, the customer is, on request, obliged to make a specimen of the questioned and delivered goods available and to hand over the questioned material upon removal. Should the questioned and already installed carpet be removed or pulled out without us being given the opportunity to inspect it, there shall not exist any warranty claim. If the customer refuses the check, we shall also be discharged from any warranty obligation.

4. If there really is a defect, we shall, at first, be entitled, at our discretion, to repair or to replace the defective goods. Only if the trial to repair fails twice, shall the customer be entitled to terminate the contract or demand a price reduction.
5. If a complaint is justified, Findeisen's liability shall be limited to the material costs and, should the occasion arise, the consequential costs incurring to third parties. In this context, item V shall apply.
6. We shall, in particular, not warrant on the following operations of the customer or of his/her final customer: Insufficient or improper use, faulty installation, wrong storage, natural and usual wear, wrong care, unsuitable tools and materials, and chemical, electrochemical or electrical influences insofar as these are not our area of responsibility. Likewise, warranty shall be excluded in case of damage caused by non-observance of instructions and advice or non-observance of the installation and/or cleaning and care instructions which can be taken from our website or non-observance of the specification of the needed carpets. Moreover, we shall not be liable for improper repair or change/cutting of the goods by the customer, the final customer or by a third party employed by them. We shall also not be liable for defects caused by the customer not handing over the installation and care instructions to his/her final customer.

V. Limitation of Liability

We shall warrant according to the legal requirements for damage arising from injury to life, body or health due to a culpable infringement of an obligation by us, our legal representatives or agents.

For other damage caused by us, our legal representatives or agents the following shall apply:

- We shall be liable according to the legal requirements for damage arising from a malicious or grossly negligent infringement of liability.
- For damage arising from the infringement of fundamental contractual obligations due to slight negligence, our liability shall be limited to the contract-typical, foreseeable damage.
- For damage arising from grossly negligent infringements of obligations not typically associated with this contract, our liability shall be limited to the foreseeable contract-typical damage.
- We shall not be liable for damage resulting from the infringement of non-essential contract obligations, basing on slight negligence.
- Fundamental contract obligations are obligations that have to be met in order to enable the contract to be performed and the meeting of which the customer can rely on.

The lawful right to terminate the contract shall not be affected by the limitation and exclusion of liability.

Exclusion and limitation of liability shall not apply to claims under the Product Liability Act or if we fraudulently concealed a defect or undertook a guarantee.

The customer shall carry his/her own insurance as usual in the trade. A possible contributory negligence of the customer shall be considered.

In the event of a limitation of liability to the foreseeable contract-typical damage the liability per damage shall be limited to three times the respective order value. Our liability shall exceed this limitation to the extent to which our insurance company accepts liability for the damage and makes payment.

VI. Retention of Title

1. All deliveries are subject to retention of title. The title to the goods shall not pass to the customer until all accounts payable for the business transaction are completely settled.
2. The customer shall not be entitled to pawn or to assign the goods as a security or to process or change the goods before the title has been transferred. The customer shall only be allowed to resell the supplied goods under the scope of conventional and correct business operations. In case of resale, the customer shall assign to us all resulting claims against the buyer to the full amount as a security for the purchase money. The customer shall be authorized to collect the claims on our behalf; this authorization is freely revocable. After a revocation, we shall be entitled to notify the customer's buyer of the assignment and to collect the claims ourselves. The customer shall be obliged to give us full information about the resale and the buyer. The customer shall be obliged, on our demand, to inform the buyer or other third party of our title retention and, should the occasion arise, of the assignment.
3. In the event that the value of the goods under title of retention or the customer's assigned claims exceed our claims against the customer by more than 20 %, then we shall release, upon demand, the securities in excess at our discretion.
4. The customer is obliged to inform us immediately in writing of prawns or other processes of execution in connection with the assigned claims or the title of retention, so that we are able to take suitable legal measures in time.

VII. Termination

We shall be entitled to terminate the contract for important reasons. Important reasons are in particular the customer's financial collapse, discontinuance of the customer's business or application for insolvency or reorganization proceedings. A termination for important reasons shall also be possible, if we are pledged to performance in advance, but, after conclusion of the contract, recognize that the consideration claim is at risk due to failure of the customer to perform and he/she does not, on our request, pay in advance or give security and/or refuses such advance payment seriously and finally.

The legal termination requirements shall not be affected.

VIII. Place of Performance, Jurisdiction, Applicable Law, Miscellaneous

1. The customer shall not be entitled to transfer rights out of this contract to a third party without our consent. § 354 a HGB (Commercial Code) shall, thereby, not be affected.
2. German Law shall apply. The UN Purchase Law (CISG) shall be excluded.
3. Unless otherwise agreed, our business location at D-76275 Ettlingen shall be the place of performance. In the event that the customer is a salesman, our place of business shall be the exclusive place of jurisdiction. However, we shall be entitled to institute legal proceedings against the customer at his/her local court.
4. Changes of and supplements to the contract not basing on individual agreements must be made in writing. This shall also apply to the waiver of the requirement of the written form.
5. If any provision of these General Terms and Conditions, in whole or in parts, becomes invalid, impracticable or void, this shall not affect the other provisions. The invalid provision must be replaced by one that corresponds to the economically intended purpose of the contracting parties.