

General terms and conditions for business customers

I General points:

- (1) All of the offers made, orders accepted, and all deliveries and services by:
Ingo Maurer GmbH, Kaiserstrasse 47, 80801 Munich
Managing Director: Torsten Reh
VAT ID no. DE 129325505
HRB Munich 46481

shall be subject exclusively to the following general terms and conditions (hereinafter referred to as GTCs).

- (2) The version of the GTCs valid at the time a contract is concluded will apply.
- (3) The procurement terms of our buyers shall not be binding on us even if we do not expressly object to them.
- (4) Promises made by our representatives shall only become binding subject to our written confirmation..
- (5) If individual provisions of our GTCs are or become legally inoperable, this shall not affect the legal operability of the remaining provisions.

2 Order placement and order confirmation

- (1) The presentation of a product on our website, www.ingo-maurer.com, or in one of our catalogues does not represent a binding offer for conclusion of a purchase contract, but rather an invitation to the buyer to submit an offer.
- (2) By submitting an offer, the buyer makes a legally binding offer to which it shall be bound for a period of two (2) weeks after submission of the offer; the date of receipt of the offer or of an offer made over the telephone to Ingo Maurer will be definitive.
- (3) Ingo Maurer will confirm receipt of the offer immediately in text form (confirmation of receipt). Such confirmation of receipt does not constitute a binding acceptance of the order unless, in addition to the confirmation of receipt, acceptance is declared at the same time.
- (4) Orders shall only be deemed accepted upon written confirmation (order confirmation) by Ingo Maurer. The scope of the service will be dictated by the respective order confirmation.
- (5) Order confirmations shall be deemed to have been accepted by our buyers where they are not objected to in writing within five (5) days.
- (6) Delivery dates specified in the order confirmations are estimated dates. Non-compliance does not therefore constitute a delay.
- (7) Agreed deviations from our order confirmation shall require our written acknowledgement to be effective.

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3 Delivery and performance

- (1) The type and route of shipment will be chosen by Ingo Maurer at its best discretion. Delivery is at the risk of the recipient.
- (2) Partial deliveries are permitted where the buyer does not expressly reject this when placing the order.
- (3) All shipments within Europe are insured against transport damages up to an amount of Euro 2,500.00.
- (4) Delayed delivery by shipping companies shall not entitle customers either to withdraw the order or to claims for compensation.

4 Withdrawal from a contract and compensation

- (1) Insofar as you do not accept the performance rendered by us or refuse to pay the purchase price even though the prerequisites of section 320 of the German Civil Code do not apply, we shall be entitled, after prior warning with a deadline for payment or acceptance of a further two (2) weeks, to choose either to withdraw from the contract or to demand compensation in place of performance of the contract. Section 320 (2) of the German Civil Code shall remain unaffected by this.
- (2) We are entitled to withdraw from the contract if you have provided inaccurate information about facts essential to your creditworthiness which are likely to jeopardize our claim to performance.
- (3) Furthermore, we shall be entitled to withdraw from the contract if insolvency or composition proceedings are launched against your assets.

5 Warranty and liability

- (1) Operational and traffic disruptions, failure of deliveries from our suppliers, and all cases of force majeure, including among our suppliers, shall release us from any obligation to deliver for the duration of the disruption and the extent of its effects.
- (2) If the buyer is in default of acceptance, we shall be entitled to charge all costs incurred as a result (freight, usual storage fees, etc.).
- (3) Warranty or further liability shall not apply:
 - if our products are not installed in accordance with our assembly and installation instructions,
 - if third-party accessories are used.
- (4) In the event of a defective delivery, the claim for subsequent performance shall be limited, at our discretion, to the elimination of the defect or to delivery of a defect-free item.
- (5) In all other respects, the warranty shall be governed by the statutory provisions of the German Law of Obligations, whereby liability shall be limited – as far as possible – to intent.

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6 Transport damage, notice of defects

- (1) Transport damage must be reported to Ingo Maurer (not its trade representatives) in writing within five (5) days of receipt of the goods.
- (2) Visible quality defects must be reported immediately to Ingo Maurer; sections 377 and 379 of the German Commercial Code remain unaffected.
- (3) Defects caused by inappropriate storage, incorrect use, excessive load stresses or non-compliance with our instructions are not covered by the warranty.
- (4) Changes to construction and shape or deviations in color or surface (particularly with fabrics and natural materials) are possible and do not constitute grounds for complaint.
- (5) Where no warranty claims are asserted, buyers are not entitled to return goods without our written agreement; otherwise, we retain the right to refuse acceptance of the consignment.
- (6) Where an item returned due to a complaint proves to function flawlessly in testing, Ingo Maurer is entitled to charge the costs incurred for the functional test by way of compensation where the buyer is at fault. The buyer shall be deemed at fault in particular if the complaint is made on the basis of obvious incorrect operation of the flawlessly functioning product or in abuse of rights.

7 Prices and payment terms

- (1) All prices are ex works, including packaging but excluding shipping costs and statutory value added tax, unless otherwise stated in our current price list.
- (2) The price is based on the price list valid at the time of delivery.
- (3) Delivery will take place exclusively against advance payment.
- (4) In case of doubt concerning the buyer's ability or willingness to pay, Ingo Maurer is entitled to withdraw from the contract.
- (5) Delivery and payment terms are to be deduced from the order confirmation/delivery note/invoice. Individual payment agreements must be made in writing.
- (6) Payment deadlines shall apply from the date of the invoice and not from the date of receipt of the goods. Discounts can only be deducted if all invoices due by this date are paid at the same time at the latest.
- (7) The buyer shall be in default of payment with all liabilities no later than two (2) weeks from receipt of the invoice. All liabilities will be subject to interest within the scope of the delay in payment pursuant to clause 6 (7), point 1, in accordance with sections 247 and 288(2) of the German Civil Code (basic interest rate plus nine percent). The right to claim further damages caused by default is reserved in individual cases.
- (8) Buyers are not entitled to offset against our claims unless the counterclaims are legally established or undisputed. Buyers are also entitled to offset against our claims if they assert notices of defects or counterclaims from the same purchase contract.
- (9) As buyer, you may only exercise a right of retention if your counterclaim relates to the same purchase contract.

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(10) The cession of claims against Ingo Maurer GmbH arising from this contract shall only be effective with the latter's consent.

8 Liability and limitation

- (1) We exclude any liability for damages unless a guarantee has been given for the specific quality or a defect has been fraudulently concealed. The exclusion of liability shall not apply to claims for damages of any kind if Ingo Maurer as the seller, its legal representative or its vicarious agents have neglected its/their obligations with gross negligence or intent, or to claims for damages in the event of injury to life, limb or health, or in the event of a violation of essential contractual obligations if such obligations have been violated negligently; in these circumstances liability shall be limited to typical contractual and foreseeable damages.
- (2) Claims for defects and damage compensation claims directly connected to a defect shall become statute-barred within one year after handover of the goods.

9 Retention of title

- (1) We retain title to the delivered goods until the buyer has settled all obligations arising from the business relationship.
- (2) The buyer may sell the goods in the ordinary course of business, provided that he meets his obligations arising from the business relationship with us in due time.
- (3) If the buyer is in default of payment by more than 30 calendar days, we are entitled to demand the temporary surrender of goods to which we retain the title at the buyer's expense.
- (4) At our request, the buyer must provide us with all the necessary information on the inventory of goods to which we hold the title.
- (5) Pledging and transferring by way of security are not permitted.

10 Model protection

- (1) Our models are protected by law.
- (2) Imitations will result in legal prosecution. This also applies to designs we produce at the request of a buyer.

11 Data protection policy

We collect, process and use personal data relating to the buyer; in particular contact details, for processing the order; including the e-mail address of the buyer where this is provided. In order to check credit-worthiness, we may use information (e.g. including a so-called score value) from external service providers to help us make a decision, and we make the method of payment dependent on this. Such information also includes information about the address. This is for the purposes of contract processing and relates to Art. 6(b) of the GDPR. For details, please refer to our data privacy policy.

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12 Place of fulfilment and jurisdiction

- (1) The place of fulfilment for all obligations arising from the contractual relationship is Munich.
- (2) The place of jurisdiction for all present and future claims arising from the business relationship is Munich (Munich Regional Court I).
- (3) The laws of the Federal Republic of Germany shall apply exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

Ingo Maurer GmbH

September 2021

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