

General Terms and Conditions

1. Area of Application

- 1.1 Our following terms and conditions shall apply to all contracts, deliveries and other services, including the consulting services and information services.
- 1.2 The General Terms and Conditions or purchase conditions of the customer, additional agreements, assurances or amendments to our general terms and conditions shall not become part of the contract unless we have expressly accepted them in writing.
Our General Terms and Conditions shall also apply if we carry out the delivery to the customer without any reservation, fully aware of the fact that the customer's terms and conditions conflict with or deviate from our General Terms and Conditions.
- 1.3 These terms and conditions shall also form the basis for all future services and deliveries, even if their inclusion has not been agreed upon expressly, unless otherwise agreed in individual cases.
- 1.4 Our terms and conditions shall only apply to entrepreneurs within the meaning of § 310 paragraph 1 of the German Civil Code.

2. Offer, conclusion of contract, contract documents, amendments to the contract

- 2.1 Our offers are subject to confirmation. The information contained in brochures, price lists, catalogues, newsletters or other mailshots or in the documents belonging to an offer, such as in particular the illustrations, drawings, technical data and performance descriptions, are of non-binding nature. We reserve the right to introduce changes and corrections. Our offers shall only be binding if they have been made in writing.
- 2.2 Unless expressly stated otherwise, the prices shall refer to the products depicted in each case in accordance with the description, but not to the depicted accessories, decorations and assembly.
- 2.3 The conclusion of the contract requires the orders, commissions, order changes and/or order supplements as well as the additional agreements accepted by our employees to be confirmed in writing in form of an order confirmation. Orders placed by telephone, verbally or per email/Internet shall be binding for the customer.
- 2.4 Verbal agreements as well as later amendments and supplements to the contract shall only be effective if confirmed by us in writing. The same applies to the waiver of the written form requirement.
- 2.5 We reserve the right of ownership and copyright to the drawings, cost estimates and other documents provided to the customer. They must not be made accessible to third parties and shall be returned to us upon request.
- 2.6 We shall not be held liable for defects resulting from the performance data or from other incorrect or incomplete data, including technical data, as provided by the customer.

3. Price, terms of payment and shipping costs

- 3.1 The payment is due immediately upon receipt of the invoice - unless otherwise agreed - net cash.
- 3.2 The value added tax is included in the price and will be charged at the applicable statutory rate. The freight and/or shipping costs as well as the insurance are basically not included in the price. Please note our freight cost concept:

Germany: For shipments from a net order value of € 500.00 for chairs and € 1,000.00 for furniture per each delivery address, the curbside delivery rule for deliveries within Germany shall apply. The delivery is performed packed in a parcel to the delivery address.

For shipments with a net order value of less than € 500.00 or less than € 1,000.00, we charge a freight surcharge in the amount of € 25.00 net for chairs and € 50.00 net for furniture and lounge. Special conditions shall apply for deliveries to islands. We will inform you of these conditions if required.

We also offer extended service deliveries for an additional charge on request. The current prices are provided by the Internal Sales Department.

For chairs: "PLUS" delivery directly to the end customer within Germany: "free delivery to the point of use" according to instructions of the recipient including the unpacking, assembly and return of packaging.

For office furniture: "Partial service" delivery directly to the end customer within Germany: delivery behind the first lockable building door, without pallet.

For office furniture: "Full service" delivery directly to the end customer/specialty stores (FH) within Germany: Notification by telephone to the end customer/FH, delivery with neutral box trailer, "free delivery to the point of use" according to recipient's instructions including the unpacking and return of packaging as well as the assembly, functional testing and electronic confirmation of order processing.

For office furniture systems - further services: Customer service / further furniture assembly and storage of new furniture on request.

Service deliveries to Austria and Switzerland are calculated individually on request.

Austria: For shipments from a net order value of € 1000.00 per each delivery address, the curbside delivery rule for deliveries to Austria shall apply. The delivery is performed packed in a parcel to the delivery address. For shipments with a net order value of less than € 1000.00, we charge a freight surcharge in the amount of € 50.00 net for chairs and € 75.00 net for furniture and lounge.

German-speaking Switzerland: For shipments from a net order value of € 1500.00 per each delivery address, the curbside delivery rule for deliveries to Switzerland shall apply. The delivery is performed packed in a parcel to the delivery address. For shipments with a net order value of less than € 1500.00, we charge a freight surcharge in the amount of € 7% of the net order value, but not less than € 50.00 in case of chairs, furniture and lounge. Plus charges for customs clearance.

French-speaking Switzerland: For shipments from a net order value of € 2000.00 per each delivery address, the curbside delivery rule for deliveries to Switzerland shall apply. The delivery is performed packed in a parcel to the delivery address. For shipments with a net order value of less than € 2000.00, we charge a freight surcharge in the amount of € 10% of the net order value, but not less than € 50.00 in case of chairs, furniture and lounge. Plus charges for customs clearance.

Delivery conditions for export: ex works

- 3.3 We only accept bills of exchange as the means of payment if this has been previously agreed with us. The bill charges shall be borne by the customer.
- 3.4 The statutory regulations concerning the consequences of the default in payment shall apply.
- 3.5 The offsetting against counterclaims contested by us or not legally recognized is excluded. This also applies to the rights of retention that the customer wants to assert due to such claims, unless they are based on the same contractual relationship.
- 3.6 Direct debit within the SEPA procedure
The following conditions shall apply with regard to the direct debit within the SEPA procedure: According to the SEPA rules, a general advance notice period of 14 days prior to the due date of the direct debit to the payer shall apply. However, the creditor and the payer may agree upon a shorter advance notice period. Hereby, an advance notice period shortened to one day shall be agreed upon. Sending the relevant invoice shall be deemed to be the date of the advance notice of direct debit. Our creditor identification number is
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4. Delivery

- 4.1 We are entitled to perform reasonable partial deliveries.
- 4.2 In the case of custom-made products, excess or short deliveries up to 10% are permissible and will be taken into account in the invoice.

5. Terms, dates, reservation of the availability of supplies and raw materials

- 5.1 The beginning of the delivery period specified by us requires the clarification of all technical and factual questions.
- 5.2 If the customer will be in default of acceptance or if he violates other obligations to cooperate, we will be entitled to demand compensation for any damages incurred to us in this respect, including any additional expenses. We reserve the right to assert further claims.
- 5.3 Insofar as the conditions of paragraph 2 will be met, the risk of an accidental loss or deterioration of the purchased object shall be transferred to the customer at the moment when he will be in default of acceptance or in debtor's delay.
- 5.4 The delivery period shall be determined by the week of shipment as specified in our order confirmation. The agreed delivery periods and the call-off dates shall be extended by the duration of the obstruction or interruption in the event of any unforeseeable obstacles that are beyond our control and that we are not responsible for, such as strike, lockout, operational disruptions. We shall not be held responsible for such circumstances even if we are already in default. Should they occur, both contracting parties will be entitled to withdraw from the contract or from the respective call-off order in whole or in part with regard to the parts that have not been fulfilled yet.
- 5.5 If we ourselves will receive no deliveries, despite having placed congruent orders with reliable suppliers, we shall be released from our obligation to perform and we may withdraw from the contract. We are obliged to inform the customer immediately about the non-availability of the service and we will reimburse any consideration already rendered by the customer without undue delay.
- 5.6 The acceptance of a fixed date constitutes a part of the contract only if it has been expressly confirmed by us.
- 5.7 Our liability for damages due to delay in delivery shall be governed by the provisions of section 11.

6. Transfer of risk and dispatch

- 6.1 If we will not perform the dispatch ourselves, the risk shall be transferred to the customer upon the dispatch of the delivery items, irrespective of whether partial deliveries are performed or whether the customer has assumed the costs of dispatch, delivery or other services. At a distinctive request of the customer, we shall insure the goods against theft, transport damages and other damages at his expense.
- 6.2 If the goods are dispatched by us, we reserve the right to choose the dispatch route and the type of dispatch.

7. Reservation of title

- 7.1 We reserve the ownership of the delivery items (goods subject to retention of title) until all our current claims arising from the business relationship between us and the customer as well as any future claims, insofar as they are related to the delivery items, have been fulfilled. The reservation of title also includes the products that are assembled at the customer's premises.
- 7.2 The customer is obliged to store the goods subject to retention of title properly. If the customer cannot prove to have concluded an insurance contract, we shall be entitled to insure the goods against theft, breakage, fire, water and other damages that may occur during the storage period at his expense.

- 7.3 The customer shall be entitled to resell within the ordinary course of business the goods subject to retention of title that remain in our ownership. However, he already now assigns to us any and all claims from this resale, regardless of whether the goods subject to retention of title are resold before or after the treatment or processing, or whether they are assembled or not (incl. VAT). If the goods subject to retention of title will be resold after the treatment or processing, or together with other goods not belonging to us, after the assembly, the customer's claim against his customers shall be deemed assigned in the amount of the price agreed upon between him and us.
- 7.4 The customer is authorised to collect his claims even after having performed the assignment for our benefit. Our authorization to collect the claim ourselves remains unaffected thereof, but we undertake not to do so as long as the customer will duly meet his payment obligations. If the customer makes use of the collection right, we shall be entitled to receive the collected proceeds in the amount of the delivery price agreed upon between the customer and us for the goods subject to retention of title.
- 7.5 The processing or remodelling the goods subject to retention of title shall take place for our benefit as the manufacturer within the meaning of § 950 of the German Civil Code without any constitution any obligation on our side. The processed goods shall be regarded as goods subject to retention of title within the meaning of section 7.1.
- 7.6 The customer shall inform us immediately of all access cases by third parties, in particular in case of the compulsory enforcement measures, as well as of any other impairment of our property. He shall furthermore recompensate all the damages and costs incurred due to a breach of this obligation and due to the necessary intervention measures against the access by third parties.
- 7.7 We undertake to release the securities we are entitled to, upon request and to the extent that their value exceeds the value of claims to be secured by more than 20%.

8. Tools

We reserve title of ownership on the tools manufactured by us, regardless of the fact which contracting party has assumed the costs of these tools.

9. Warranty

- 9.1 In order to maintain his warranty claims, the customer has to inspect the deliveries received by him immediately, but not later than within 3 working days pursuant to § 377 of the German Commercial Code. Detected defects shall be reported in writing within 3 working days. The timeliness of the notification shall be judged by the time of its receipt.
- 9.2 Promises and quality agreements do not constitute a promise of guarantee in the event of doubt.
- 9.3 In case of timely and justified notifications of defects, we shall, at our discretion, either remedy the defect or deliver a defect-free item. After two unsuccessful attempts to rectify the defects or after two unsuccessful replacement deliveries, the customer is entitled to demand an appropriate reduction of the remuneration or he may withdraw from the contract. The customer is also entitled to demand a reduction of the remuneration or to withdraw from the contract, if we refuse to remedy the defect or to deliver a defect-free item due to disproportionate costs or if we cannot reasonably be expected to remedy the defect or deliver a defect-free item, or if we finally and seriously refuse to do so.
- If we are responsible for the non-performance or defective performance, the customer may set a reasonable deadline for our performance or subsequent performance. After the expiry of this period, the customer may claim damages instead of performance if the damage is attributable to an intentional or grossly negligent breach of contract that we or our vicarious agents are responsible for.
- 9.4 The liability claims for goods delivered by us but manufactured by third parties shall only exist in case of damages caused by us intentionally or through our gross negligence.
- 9.5 The complaints cannot be accepted if the goods in question are second choice goods or reject shop goods according to the agreement and if the usability of the item is not explicitly impaired.
- 9.6 Defects considered during the purchase cannot be asserted as a complaint. Complaints lodged due to impairments which are unavoidable according to the state of the art, such as colour deviations or irregularities in the structure of genuine leather and real wood veneer, do not constitute defects, because the cause is neither of material nature, nor production-related. This also applies to minor deviations in quality, weight, size, thickness, width, equipment, pattern and colour, insofar as these are acceptable based on the applicable standards.
- 9.7 The customer is obliged to carefully observe the product instructions issued by us and to forward them to any users and their customers with a special reference. If the buyer does not comply with this obligation, as a result of which the product liability claims or manufacturer liability claims will be asserted against us, he shall then keep us indemnified with regard to these claims in the internal relationship; if the circumstances that we are responsible for will turn to be one of the causes thereof, the indemnity against liability shall be proportionate to the cause.
- 9.8 The buyer is obliged to observe the delivered products and their practical application. This shall also apply after the resale. The obligation to observe the product refers in particular to still unknown harmful properties of the product or to the applications and consequences of the application that create a hazardous situation. We must be informed immediately of any such information obtained.

10. Right of withdrawal

- 10.1 Should it be clearly recognizable that the customer is not or will not be able to provide the contractual consideration on the due date, then we shall be entitled to determine a reasonable period for the customer to provide the security. Should the deadline expire without success, then we shall be entitled to withdraw from the contract as well as to withhold the supply of goods on the basis of other contracts.

- 10.2 In the event of any other behaviour of the customer which is contrary to the contract or to the legal provisions, we shall also be entitled to withdraw from the contract in accordance with the statutory provisions, if we can no longer reasonably be expected to adhere to the contract.

11. Limitation of liability

- 11.1 Claims for damages and claims for reimbursement of the customer's expenses, regardless of their legal basis, in particular due to the breach of duties arising from a contractual obligation and tort, are excluded. This shall not apply in cases of guarantee assumption or procurement risk. This shall also not apply in cases of mandatory liability, e.g. under the German Product Liability Act, in cases of intent or gross negligence, injury to life, body or health as well as a breach of fundamental contractual obligations.
- 11.2 However, the claims for damages due to the breach of essential contractual obligations shall be limited to the foreseeable damage, which is typical for this type of contract, insofar as there is no gross negligence or in case of liability for injury to life, body or health. This does not imply a reversal in the burden of proof to the detriment of the buyer.
- 11.3 In the event of a delay in delivery, we shall be liable for each commenced week of delay up to 0.5% of the price attributable to the item not delivered on time (excluding value-added tax, freight and other costs), but no more than 5%.
- 11.4 The contractual and non-contractual claims for damages on the part of the customer shall expire by limitation within one year from the delivery of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 of the German Civil Code) would lead to a shorter limitation period in individual cases. The limitation periods pursuant to the German Product Liability Act shall remain unaffected in any case.

12. Additional provisions for the assembly services

- 12.1 The acceptance of assembly services shall only constitute a part of the contract if they have been expressly confirmed by us in writing.
- 12.2 The costs of assembly services shall be agreed upon individually on request.
- 12.3 The room dimensions determined by the customer shall be binding. If the room dimensions are determined by us, the customer shall be obliged to verify them.
- 12.4 Assembly services shall be handed over cleanly. In case of any dimensional tolerances that do not comply with the VOB or DIN 1820/1 regulations, the additional expenses incurred shall be reimbursed. The settlement shall be performed in accordance with the timesheet at our currently applicable hourly rates. These are in particular services and additional expenses resulting from the construction conditions, such as e.g. the application special panels, fitting works, special ceiling and wall connections, etc., as well as the additional expenses resulting from disruptions during the assembly, extraordinary difficulties such as power failure, assembly delays, etc.

13. Upholstery fabrics / material provisions

- 13.1 We only use carefully selected qualities. Please refer to our fabric collection for further details. Not all fabrics can be applied for all models. We only use high-quality leather and we cannot accept the following natural features as a complaint: Abrasions, scars due to injuries caused by sharp plant parts or barbed wire, insect bites and horn thrusts. The leather upholstery is naturally wrinkled due to its elasticity.
- 13.2 The provision of own fabrics is possible. In this case the price of price group 1 is applied. The fabrics are to be sent to the factory as specified by us at the expense of the customer. The fabric shipment must also be labelled with the reference number within the packaging on the fabric itself, or if there are different fabrics in one shipment, each fabric type must be clearly labelled with reference number and colour number. We do not assume any guarantee or warranty for the own materials/leather provided, with regard to both the processing and the material. In the absence of processing instructions, the material will be processed to the best of our judgement. In case of different fabric groups on the seat and back, the price of the higher fabric group will be considered.
- 13.3 In case of the own fabric provisions, a fabric sample shall be sent to the factory before the offer will be made, in order to definitely determine the producibility. The costs resulting thereof shall be borne by the customer. The information regarding the demand for fabrics - in particular without the prior material samples - is always approximate and non-binding. If the fabrics will be sent to the factory for production without providing any prior fabric sample, the customer shall be responsible for the production result achieved. Complaints regarding the formation of wrinkles, the direction of patterns or the like cannot be accepted. The customer's material and leather are excluded from the guarantee.

14. Special designs

We strive to offer you the greatest possible variety of colours as standard. In addition, we can offer for each commission subject to an additional charge:

- Special colour – stained wooden parts: on request
- Special colour for steel parts: on request
- Surcharge for different colour concept on request

15. Warranty

In addition to the warranty regulated in our General Terms and Conditions, the following promises shall apply: The warranty period begins with the delivery ex works.

GRAMMER OFFICE

The warranty period for all GRAMMER OFFICE seating furniture is 5 years.

BNOS

The warranty period for all BN OFFICE SOLUTION chairs and furniture is 5 years

NOWY STYL

The warranty period for all NOWY STYL products is 2 years.

FORUM SEATING

The warranty period for all FORUM SEATING products is 2 years.

The determination base for the furniture is the daily 8-hour-usage. The warranty period for all chair models that are regularly used for more than 8 hours (see "Warranty period") shall be shorter. Within the warranty period of 24 months, we will supply all spare parts (for exceptions, please see Warranty exclusions) free of charge. In case of replacement or repair services within Germany, the mobile customer service can also be called in (costs on request). Warranty claims require the observance of proper use, care and cleaning.

All warranty claims regarding the fabrics include the provision of the cover (exclusive of shipping charges and assembly costs).

Warranty limitations

Any further claims shall be excluded from the warranties assumed. This applies in particular to claims for rescission of the contract, price reduction or compensation for damages incurred not on the product, as well as to other claims for damages. The warranty period shall not be renewed or extended by the warranties provided.

Warranty exclusions

Our warranty does not cover:

- Natural wear and tear on wearing parts (such as cover fabrics, rollers, etc.)
- Damages caused by improper use, improper handling or failure to observe the instruction manual
- Damages resulting from extreme climate conditions or environmental influences (e.g. acid, moisture, etc.)
- Materials sent in by the customer and processed by us (e.g. cover fabrics)
- Damages due to deviations from the standard design requested by the customer (special designs: e.g. overlacquering of plastic parts).

In case of complaints we must receive the following information

- Model number
- Order number
- Date of production

All these details can be found on the nameplate under the seat. Nowy Styl GmbH reserves the right to introduce design changes at any time for a purpose of technical progress and production improvement. This does not cause any changes to legal rights and regulations.

Overview of the BNOS / GO warranty periods

Warranty period / (months)

	Material costs /	Labour costs /	Freight costs /	Travel costs
0 - 24	NSGMBH	NSGMBH	NSGMBH	NSGMBH
25 - 60	NSGMBH	Customer	Customer	Customer

Overview of the NS warranty periods

Warranty period / (months)

	Material costs /	Labour costs /	Freight costs /	Travel costs
0 - 12	NSGMBH	NSGMBH	NSGMBH	NSGMBH
13 - 24	NSGMBH	Customer	Customer	Customer

Warranty period for the products of GRAMMER OFFICE and BNOS brand:

- At 8 hours per day (220 working days per year) the warranty period is 5 years = 60 months
- At 16 hours per day (220 working days p.a.) 30 months
- At 24 hours per day (220 working days p.a.) 20 months
- At 24 hours a day (365 working days p.a.) 12 months
- The warranty period shall not be extended by the warranties

Warranty periods for the products of NOWY STYL brand:

- At 8 hours per day (220 working days per year) the warranty period is 2 years = 24 months
- At 16 hours per day (220 working days p.a.) 12 months
- At 24 hours per day (220 working days p.a.) 8 months
- At 24 hours a day (365 working days p.a.) 5 months
- The warranty period shall not be extended by the warranties

Warranty periods for the products of FORUM SEATING brand:

The warranty period for the products of FORUM SEATING brand is 2 years.

16. Customer service

Customer service orders should be placed with the responsible in-house staff. It is up to Nowy Styl GmbH where the repair will be performed (e.g. delivery of the product to our workshops). The costs for delivery and return shipment as well as the costs of any dismantling and assembly works shall be borne by the customer, as well as the transit time and travel costs. Our customer service is reliant on a strict adherence to the time schedule. For this reason, our representative can only carry out the registered works. Our representatives shall be provided with unlimited access to the objects in question at the agreed time. The travels in vain shall also be invoiced. The customer service costs (wages, spare parts, proportionate travel expenses) will be charged, except for the rectification of defects within the scope of our warranty. A cost estimate will be provided to the customer upon request. The costs can be estimated in advance only approximately and are therefore non-binding. The payment of the customer service costs shall be made without any deduction immediately upon the receipt of the invoice.

17. Lump-sum compensation

If the withdrawal from the contract will be caused by a culpable breach of duty on the part of the customer, we shall be entitled to demand 5% of the order value as lump-sum compensation without any further provision of evidence. The customer reserves the right to prove that no damage or reduction in value has occurred, or that the damage or reduction in value are significantly lower than the aforementioned lump sum. We reserve the right to prove higher damages.

18. Liability for the infringements of property rights

If the customer will instruct us how we are to manufacture the delivery items by providing us with certain data, documents and drawings, he also shall assume the warranty that the rights of third parties, such as patents, utility models and other property rights and copyrights will not be infringed by our performance of the contract. The customer shall indemnify us against any and all third-party claims asserted against us due to such infringement.

19. Place of fulfilment, place of jurisdiction, governing law

- 19.1 The place of fulfilment for our delivery and for the customer's payment obligation shall be the registered office of our company in Ebermannsdorf.
- 19.2 The place of jurisdiction for any and all legal disputes arising from the contractual relationship or in connection with entering into the contract or its execution is Amberg. However, we may also institute proceedings against the customer at the location of his company.
- 19.3 This contract is subject to the law of the Federal Republic of Germany, exclusive of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

20. Severability clause

The ineffectiveness of the individual contractual conditions or provisions of the General Terms and Conditions shall not affect the validity of the entire contract. The ineffective provision shall be replaced by a provision that comes as close as possible to the economic purpose of the ineffective provision.

General Terms and Conditions

Nowy Styl GmbH, Ebermannsdorf; Version: August 2018