

**Terms and conditions of
purchase**
of REISS Büromöbel GmbH, Südring 6,
D-04924 Bad Liebenwerda

§ 1 General – Scope

(1) Our Terms and Conditions of Purchase apply exclusively; we do not recognise any terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase, unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the supplier's delivery without reservation, despite being aware of terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase. Our Terms and Conditions of Purchase apply to all offers, deliveries and services of the supplier, including future ones, as well as to the supplier's consulting and other ancillary services.

(2) The Terms and Conditions of Purchase are available at any time on the Internet at <https://www.reiss-bueromoebel.de/rechtliches/agb/> and can be stored and printed out by our contractual partners in a reproducible form. Unless we agree otherwise with our contractual partner, the Terms and Conditions of Purchase in their currently valid version shall apply to the order placed by us at that time.

(3) Unless written form is required, our declarations must be made in text form (§§ 126b, 127 BGB) or in electronic form within the meaning of §§ 126a, 127 BGB. Transmission of our declaration by fax, EDI (electronic data interchange) or e-mail is always sufficient to comply with the text form requirement.

(4) Our terms and conditions of purchase apply only to entrepreneurs in accordance with § 310 (1) BGB.

§ 2 Offer acceptance period

(1) The supplier is obliged to accept our order within a period of three working days from receipt of the order. The date of receipt of the declaration of acceptance at our premises shall be decisive for compliance with the deadline.

(2) Offers and/or cost estimates requested by us are generally provided free of charge by the supplier.

§ 3 Prices / Terms of payment

(1) The price stated in the order is binding. Unless otherwise agreed in writing, the price is a fixed and final price and includes delivery "free domicile" and all ancillary costs and services of the supplier necessary for proper performance, in particular transport, proper packaging, import and other duties and taxes (namely customs duties), and any insurance. The return of packaging requires a special agreement.

(2) All prices include statutory value added tax, even if this is not shown separately.

(3) Invoices shall be sent to us in accordance with the applicable statutory provisions in a single copy, stating the invoice number, the order number and item number shown in our order, the quantity, price and other identifying features in the original. Invoices must be sent separately from the delivery of goods. The supplier is responsible for all consequences arising from non-compliance with the obligations under sentence 1, unless they can prove that they are not responsible for these.

(4) Unless otherwise agreed in writing, we shall pay the purchase price (calculated from delivery and receipt of invoice) within 14 days with a 3% discount, within 30 days with a 2% discount or within 90 days of receipt of invoice net.

(5) We are entitled to set-off and retention rights to the extent permitted by law.

§ 4 Delivery time

(1) The delivery date specified in the order is binding. All dates are fixed dates.

(2) The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent to him which indicate that the agreed delivery date cannot be met.

(3) In the event of a delay in delivery, we are entitled to demand lump-sum compensation for delay in the amount of 1% of the delivery value per completed week, but not more than 5% of the delivery value. The compensation for delay shall be credited by the supplier in the same amount after it has been claimed by the client. This shall not affect our right to claim higher damages actually incurred as a result of the delay.

(4) Further legal claims (in particular withdrawal and compensation in lieu of performance) remain reserved. The supplier has the right to prove to us that no damage or significantly less damage has been incurred as a result of the delay in delivery.

§ 5 Transfer of risk – documents

(1) Unless otherwise agreed in writing, delivery shall be free of charge.

(2) The supplier is obliged to state our order number and the position of the order number exactly on all shipping documents and delivery notes; if it fails to do so, we shall not be responsible for any delays in processing that may result.

§ 6 Deviations from the original offer

Significant changes in design and in the materials and/or components used require a new written offer from the supplier. We are not obliged to accept this offer.

§ 7 Compliance with product regulations and other legal requirements

(1) The supplier is obliged to comply with all relevant, customary national, European and international regulations and conditions, including labelling regulations and registration requirements, and the Product Safety Act in the version valid at the time of delivery.

(2) The supplier further guarantees that the delivered products do not contain any components and/or substances that are not marketable due to applicable national, European and/or international regulations and/or exceed legally prescribed limit values and/or contain components, additives, colourants or materials that are prohibited under such legal regulations.

(3) Any legal requirements that are not or not fully complied with must be remedied immediately, including in relation to goods that have already been delivered. This also applies if the delivery item is located at our end customer's premises or in our warehouses. The costs of rectification or subsequent performance shall be borne by the supplier.

(4) Furthermore, the supplier undertakes to comply with the applicable legal provisions and collectively agreed regulations that are applicable in connection with the manufacture and delivery of the contractual item.

§ 8 Inspection for defects – liability for defects

(1) The supplier is obliged to deliver the models to be delivered to us at a later date in the same condition and quality as the sample presented in the offer and/or serving as the basis for the offer and contract.

(2) With regard to commercial inspection and complaint periods, it is considered timely if we inspect incoming goods within one week for defects in the packages with regard to identity, quantity or transport damage and report obvious defects within this period. If defects only become apparent during subsequent more intensive inspection (e.g. assessment, laboratory tests on chemical composition, complicated measurements), it shall be deemed timely with regard to commercial inspection and notification periods if these defects are reported within two weeks of receipt of the goods in our goods receiving department. If a hidden defect only becomes apparent after inspection, the notification of defects shall be deemed to have been made in good time if it is made within two weeks of the discovery of this defect. Defects within the meaning of sentences 2 and 3 are, in particular, deviations in quality and quantity.

(3) We are entitled to the full statutory claims for defects; in any case, we are entitled to demand that the supplier remedy the defect or deliver a new item at our discretion. We expressly reserve the right to claim damages, in particular damages in lieu of performance.

(4) We shall be entitled to remedy the defect ourselves at the supplier's expense if the supplier is in default with the subsequent performance.

(5) Claims for material defects and defects of title shall become time-barred within the periods provided for in the current version of the German Civil Code (BGB).

(6) The statutory provisions of Sections 445 a), 445 b) and 478 of the German Civil Code (BGB) shall apply to any recourse claims after a claim has been made by the consumer.

(7) The supplier waives the defence of limitation with regard to such compensation claims for a maximum period of 2 years after delivery of the products to the end consumer. The inspection obligations of Section 377 of the German Commercial Code (HGB) do not apply. The settlement of invoices does not constitute an acknowledgement that the delivered products are free of defects.

§ 9 Product liability – Indemnification – Liability insurance cover

(1) Insofar as the supplier is responsible for product damage, it shall be obliged to indemnify us against claims for damages by third parties upon first request, insofar as the cause lies within its sphere of control and organisation and it is itself liable in the external relationship.

(2) Within the scope of its own liability for damage within the meaning of paragraph (1), the supplier is also obliged to reimburse us for any expenses pursuant to Sections 683, 670 BGB or Sections 830, 840, 426 BGB arising from or in connection with a recall campaign lawfully carried out by us. We shall inform the supplier in good time and in advance of the content and scope of such a recall measure, as far as possible and reasonable, and give him the opportunity to comment.

(3) We shall notify the relevant competent authority in accordance with the provisions of the ProdSiG (Product Safety Act) in consultation with the supplier.

(4) The supplier undertakes to maintain product liability insurance with a sum insured of €10 million per personal injury/property damage – on a flat-rate basis; if we are entitled to further claims for damages, these shall remain unaffected.

§ 10 Property rights

(1) The supplier is obliged under Section 433 (1) sentence 2 of the German Civil Code (BGB) to provide us with goods that are free from material defects and defects of title. This also includes the supplier's obligation to ensure that no third-party rights are infringed in connection with its delivery, regardless of location. Notwithstanding this legal obligation on the part of the supplier, the provisions of paragraphs 2 and 3 below shall apply.

(2) (a) The supplier warrants that no third-party rights within the Federal Republic of Germany are infringed in connection with its delivery.

(b) If a third party asserts claims against us in this regard, the supplier is obliged to indemnify us against these claims upon first written request. In the event of claims for damages by the third party, the supplier reserves the right to prove that it is not responsible for the infringement of the third party's rights.

(c) We are not entitled to enter into any agreements with the third party – without the consent of the supplier – in particular to conclude a settlement.

(d) The supplier's obligation to indemnify us shall cover all expenses necessarily incurred by us as a result of or in connection with the third party's claim.

(e) The limitation period for these claims is 36 months from the transfer of risk.

(3) The supplier further warrants that no third-party rights in Austria, Switzerland, Hungary, Slovakia, Belgium, the Netherlands and Luxembourg are infringed in connection with its delivery. Paragraph 2 b) to e) shall apply accordingly in this case.

§ 11 Retention of title – Provision – Tools – Confidentiality

(1) If we provide parts to the supplier, we reserve title to them. Processing or transformation by the supplier shall be carried out on our behalf. If our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of our item (purchase price plus VAT) to the other processed items at the time of processing.

(2) We reserve title to tools; the supplier is further obliged to use the tools exclusively for the manufacture of the goods ordered by us. The supplier is obliged to insure the tools belonging to us at replacement value at its own expense against fire, water and theft damage. At the same time, the supplier hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools, as well as all maintenance and repair work, in good time and at its own expense. It must notify us immediately of any malfunctions; if it fails to do so through its own fault, claims for damages remain unaffected.

(3) If the security interests to which we are entitled in accordance with paragraph (1) exceed the purchase price of all our goods subject to retention of title that have not yet been paid for by more than 10%, we shall be obliged, at the supplier's request, to release the security interests at our discretion.

(4) The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received from us strictly confidential. They may only be disclosed to third parties with our express consent. The confidentiality obligation shall also apply after the execution of this contract. However, it shall expire if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known or was demonstrably already known to the supplier at the time of notification within the meaning of sentence 1.

§ 12 Prohibition of assignment

The supplier's claims against us may not be assigned or pledged to third parties. The opposite shall only apply if we have agreed to the assignment.

§ 13 Place of jurisdiction, applicable law

(1) In the event that the supplier is a merchant within the meaning of § 38 ZPO (German Code of Civil Procedure) or has no general place of jurisdiction in Germany or, after conclusion of this contract, moves his place of residence or habitual abode outside the territory of the Federal Republic of Germany or his place of residence or habitual abode is unknown at the time the action is brought, our place of business shall be the place of jurisdiction for all disputes arising from or in connection with this contract. We shall also be entitled to bring legal action against the supplier at another court with jurisdiction in accordance with the statutory provisions.

(2) Unless otherwise agreed, our place of business shall be the place of performance.

(3) The contractual relationship is subject to the law of the Federal Republic of Germany, with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG), the applicability of which is excluded.

§ 14 Partial invalidity

These contractual terms and conditions shall remain in full force and effect even if individual parts are legally invalid. This shall not apply if adherence to the contract would constitute an unreasonable hardship for one of the parties.