

# Terms of Service

## for business customer and retailer

Valid from: 07.09.2017

All deliveries and services occur due to our following terms of service, also if we do not explicitly refer to it. Its validity can only be revoked completely or partially, if we grant it expressly in single business cases. The terms of service and other business terms, especially buying conditions of the buyer, shall not apply for our deliveries and services if we don't accept them expressly. It also shall not apply, if we don't contradict in single cases. If the buyer don't contradict to our order confirmation, the buyer agree completely with our terms of service. The acceptance of our deliveries and services also means a complete acceptance of our terms of services, without any claims for proviso and forms of the buyer. This also applies for partially payments and the first payment of the buyer as well. Our terms of service in detail:

### I. Usage

All offers are subject to change, if there is no other agreement. Bulk orders are only valid for us through our order confirmation in view of type and scope. The engagement for delivery is only valid after your acceptance of the order confirmation.

### II. Prices

All prices apply ex factory and only for the requested product quantity. At conclusion of contract the prices of our webshop holzspielerei.com are the valid prices, also if these prices diverge from the prices in our catalogue. The shown prices in our webshop and catalogue are with tax for consumers and without tax for business clients.

### III. Payment conditions

1. Our invoice is 30 days net and 10 days 2%.
2. We may request references from unknown companies. Deliveries in foreign countries are only possible with cash in advance. If there are any assumptions for doubtful debts from the buyer, after conclusion of a contract, we may also require cash in advance.
3. If the buyer is in delay with a invoice payment, all other outstanding invoices will be due immediately.
4. The buyer is not entitled to restrain payments due to a claim or notice of defects, unless the restrained payment is in an appropriate proportion to the alleged deficiencies.

### IV. Delivery conditions

1. Delivery is ex factory and at cost and risk for the buyer. This also applies for shipments to packing stations and for pickup with your own transport service. Without any instructions for shipping we will ship to you at our own discretion and without commitment to the cheapest shipping method. Is there a delay in delivery, caused by circumstances liable by the purchaser, from the day of delivery readiness is the purchaser responsible. Liability and risk is also passes over to the purchaser at that time, the delivery leaves our factory / warehouse if the delivery is carriage free.
2. If we are not able to keep the delivery deadline, the purchaser has to grant an appropriate grace period. This period starts with the day the purchaser is giving a notice of default. Any rights can only be asserted after this grace period. This does not apply if there is any purpose or gross negligence from our side. If there are any disruptions for our business or the business of our supplier, especially strikes, lockouts or other cases of force majeure may cause a delay of delivery. The purchaser is not able to allege any legal claims. The purchaser is only eligible for withdrawal from the order, if he claims the delivery delay after the delivery deadline by writing in these cases and the delivery also not arrives 8 weeks after this claim. There is no right to indemnification in this case.
3. If there is a delivery delay caused by other reasons, the purchaser is able to withdraw from the order. The right to indemnification is only available, if we acted on purpose or grossly negligent.
4. We also have a right to withdraw from the order, if the purchaser send us false information about his creditworthiness or ceased payment or is in insolvency proceedings. Furthermore we are also able to withdraw from the order, if the purchaser is not able to complete the contract in a proper way or delay the contract.

### V. Warranty

1. Obvious defects has to be reported by writing within 7 days after delivery. After 7 days there is no way to claim from us concerning obvious defects. Any other warranty claims shall be in lapse after 6 months.
2. Besides we safeguard: For defects due to deficient performance or inferior materials, verifiable before the delivery, we will compensate the defects. For compensation we may either send you new products to replace the poor products or to amend at our costs, on our own discretion. To be able to do this, the purchaser has to grant an appropriate time, otherwise we are freed of the compensation. The purchaser has no right to withdraw from the contract or reduce the buying price, unless we are not able to replace or to amend the products.

### VI. Guarantee

1. Regarding to fulfill the prescribed measurements and colours, as well as technical improvements, we explicitly reserve the right for changes. If there are special requirements for exact measurements, the purchaser has to claim this expressly in every single case.
2. We do not assume any liability of consequences caused by any inappropriate usage.

### VII. Reservation of ownership

1. All wares we delivered are in our property until the wares are completely paid. Only after the payment completion the purchaser is allowed to sell the wares to third parties. Furthermore the right of all-monies clause is applied.
2. In case of arrangement proceedings or bankruptcy proceedings, the purchaser is legally liable to tag or to mark all wares to be our property, before starting these proceedings. Till such time as there is no demand from us, we have the right to get informations about the wares, especially which wares he has in stock of products in our property and where these products are stored. Furthermore we have the right to inspect or retrieve these products.

3. The purchaser has the risk for the from us delivered products and is committed to store them carefully and to insure them against damage (theft, fire, etc.). The purchaser assigns claims against the insurance directly to us, so we get firstly the payment for the amount of products we send with reservation of ownership. This applies also, if the insurance is not covering the whole loss, so there is no possibility of a single partial compensation.
4. If the products are combined with other things in such a way, that the combination becomes a new product, the purchaser transmits the partial value of this new product in advance to our ownership.
5. The distraint or transference of our wares is excluded. All claims of the purchaser out of the forwarding are already assigned to us including all ancillary rights.

### VIII. Subsidiary agreements

All promises and agreements, also telephonically, telegraphically or telex stipulations, which are not compatible with the foregoing terms and conditions or are going beyond them as well as changes of all kinds, especially conditions of payment, require an explicit confirmation by writing. Otherwise the agreements are invalid. This extends to for all verbal assignments and additional costs. The same holds true for changes or exclusion of any parts of these terms of service. Possible buying conditions are not valid for us, if it does not fit with our terms of service. In case of doubt our terms of service take priority. One-sided changes of our terms of service, especially our terms of payment, made of the purchaser are not allowed and nonbinding for us. For commercial handling of our deliveries or services, we save personal data of the purchaser, which are used for the purposes of concluded business.

### IX. Place of execution, place of jurisdiction, miscellaneous

1. Place of execution for all mutual claims is Johanniskirchen, Germany.
2. Place of jurisdiction is the company domicile of our corporation. This applies either if we have any claims within the delinquency procedure or if the purchaser has no company domicile within Germany, or if the purchaser changes his place of residence in another country than Germany or if the residence of the purchaser is at the time of commencement proceedings unknown. For registrated trader the place of jurisdiction is the place of our company domicile.
3. Possible ineffectiveness of single parts in these terms of service do not affect the effectiveness of other parts of the terms of service. In case of ineffectiveness of one of these regulations, the closest regulation in an economical way becomes effective instead.

Changes, errors and typing errors reserved.

#### Attention:

Please note that retailer are bound by law to deliver the CE and manufacturer information along with the products to the consumer!