

GENERAL TERMS AND CONDITIONS

englisch dekor HandelsgmbH & Co KG

1. GENERAL

- 1.1. The following general terms and conditions shall govern all business relationships between us and the customer.
- 1.2. We are bound by our offers 60 days of the issue date; any different binding period must be agreed separately.
- 1.3. Unless our acceptance of order is objected to in writing within one week, it shall be deemed part of the contract.
- 1.4. Any deviating regulations, including, without limitation, any general terms and conditions of the customer not expressly acknowledged by us in writing, shall not become part of the contract, even if not expressly object to by us. Any amendment to our general terms and conditions shall be made in writing to be effective.
- 1.5. Any oral side agreement shall be invalid.

2. DELIVERY

- 2.1. Unless otherwise agreed, goods will be delivered to the delivery address stated in the order, at the customer's cost and for the customer's account; delivery may also be made through a carrier. Partial deliveries are permitted.
- 2.2. Goods shall be deemed delivered even if not immediately called off on the delivery date after notice was given that the goods are ready for shipment or if delivery cannot be made for any reason within the customer's control. In such cases, we may store the goods at our customer's cost and expense or sell them in the open market after setting a grace period. Such sale shall not constitute a withdrawal from the contract; the sales proceeds shall only be applied to the purchase price owed.
- 2.3. Quoted delivery dates are without engagement and depend on timely supply to us. We therefore do not accept any liability for late deliveries. Any call-off orders will be delivered and charged not later than 6 months after an order was placed.
- 2.4. Force majeure and any other unforeseeable events or events beyond our control, such as strikes, government measures, traffic disruptions, interruption of energy supply, etc., as well as any road accidents beyond our or our suppliers' control (with slight negligence not being harmful here) and any other interruption of operations will release us from our duty to deliver as long as the effects of such events continue, even if such events occurred with our supplier or our supplier's upstream supplier. Such release shall be applicable only insofar as we prove to the customer that interference with performance of our obligation was caused by such events. If delivery is rendered impossible by the mentioned events, our duty to deliver ceases to apply under the same conditions. If such circumstances only lead to a shortage of goods, we may, at our discretion, distribute the available quantities of goods among our customers. We are under no obligation whatsoever to obtain goods covered by a contract or an offer from external suppliers. Any measures by Englisch Dekor in accordance with these provisions do not entitle the customer to withdraw from the contract or to assert any other claims, including, but not limited to, claims for damages.
- 2.5. Any risk will pass when the customer takes delivery of the goods at our place of business, in case of deliveries by Englisch Dekor when the goods are delivered to the mentioned delivery address and in case of deliveries by a carrier when the goods are handed over to the carrier. Otherwise any risk of loss shall be governed by general statutory provisions.
- 2.6. When shipped by third parties, goods are insured against any damage in transit, transport loss or breakage only at the customer's written request, at the customer's expense and for the customer's account. Any externally visible damage to goods in transit shall be reported immediately upon receipt of the goods, and the type and scope of such damage shall be notified in writing without delay.

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3. WARRANTY

- 3.1. In compliance with legal provisions, we warrant that the goods are in proper condition and have the usual properties.
- 3.2. Any guarantee as to the condition and fitness of the goods must be expressly designated as such in the acceptance of order.
- 3.3. No warranty can be accepted for any production-related or material-related deviation in colour shades. Any minor changes or any other changes of our obligation to perform and/or deliver the customer can be expected to accept shall be deemed approved in advance. In addition, goods shall not be deemed defective if faulty every 10 metres on average (especially due to weaving flaws, printing or other processing errors).
In addition, fabrics shall not be deemed faulty if they shrink 1-2% during the cleaning process.
- 3.4. The customer must inspect the goods immediately after delivery and give written notice of any defects detected within 8 days of receipt of the goods; otherwise no warranty is accepted. In case of hidden defects, written notice must be given once the defect is identifiable and not later than within 6 months after delivery.
- 3.5. Within the meaning of item 3.4 above the customer must in particular check whether the goods are correct in terms of material, design, colour and length. The customer may not continue to use (especially to process and cut) the goods until having checked the above criteria as to their correctness. If the goods are used on behalf of a third party, the customer must ensure that the goods were inspected by such third party. No complaint can be acknowledged once the goods have been used.
- 3.6. The customer must check whether our goods are fit for the contemplated purposes. Any oral or written advice given by us is non-binding and does not release our customers from checking whether our products are fit for the contemplated purpose. No claim for compensation whatsoever may be asserted on such ground. When additional deliveries are made, we do not accept any warranty that the colour of such deliveries is identical with the colour of the initial delivery.
- 3.7. The seller does not accept any warranty that the goods are fit for the buyer's special purposes. The seller in particular does not accept any warranty for any processing by the buyer for which the goods are not fit in terms of condition, type and quality. This applies even if the buyer informs the seller of the intended purpose because only the buyer has the relevant know-how concerning the end use of goods.
- 3.8. We may elect whether we want to satisfy any warranty claims through replacement, repair, price reduction or rescission. Section 933b of the Austrian Civil Code [ABGB] (specific regress) is not applicable.
- 3.9. As regards goods we purchased from upstream suppliers, we accept any warranty only within our warranty claims against the supplier.
- 3.10. Velours (velvets) must always be lined when used as curtain fabrics and padded with a suitable fabric when used (and fit to be used) as upholstery fabric.

4. LIABILITY

- 4.1. We are required to pay damages only if we and our vicarious agents act with intent and gross negligence and such damages shall not exceed the order value. In case of slight negligence, we are only liable for personal injury.
- 4.2. The injured party must prove our fault and the extent of such fault. A claim for damages may be asserted in court only within six months after the customer has become aware of damage and not later than within three years after the event triggering a claim.
- 4.3. We are not liable for the correctness of any handling and processing information, where such information is included in brochures, technical descriptions or any other instructions; this is the responsibility of the manufacturer and/or importer. We are not required to provide any other information, including information concerning storage, maintenance, processing or any other handling. In addition, all technical data provided - especially data provided by upstream suppliers - shall be deemed average

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- values which only describe the technical properties and the chemical composition of the goods delivered.
- 4.4. We are under no obligation to inspect goods not produced by us when these are purchased and resold.
 - 4.5. Englisch Dekor is not liable for any indirect damage, lost profit, consequential damage and pecuniary loss, unless caused by intent or gross negligence by Englisch Dekor HandelsgmbH & Co KG.
 - 4.6. All damage to goods in transit must be immediately reported in writing to the respective carrier and to us. The customer is responsible for compliance with such obligation. If such obligation is violated, there is no liability for any damage to goods in transit.
 - 4.7. If our customer places goods delivered by us on the market outside the European Economic Area, the customer undertakes to exclude any liability for damages (especially under the Austrian Product Liability Act) toward his buyer, provided such exclusion is permitted under the law applicable or agreed between our customer and his buyer. Upon failure of such exclusion, the buyer undertakes to hold us harmless and indemnify us for and against such claims by third parties (especially on the ground of product liability).
5. PAYMENT
- 5.1. The customer expressly approves electronic invoicing and transmission of invoices as set out in the second sub-paragraph of Section 11 (2) of the Austrian VAT Act [UStG].
 - 5.2. In case of late payment, any discount and other benefit (including, but not limited to, bonuses) that may have been granted shall be deemed forfeited.
 - 5.3. Any cash discount granted may be used only if all our claims due have been settled in such manner (see item 5.5 below) that the money is available in our bank account on the due date.
 - 5.4. Our invoices are immediately due and payable, unless otherwise agreed. If any term of payment has been agreed, such term shall commence on the invoice date.
 - 5.5. Any incoming payment will initially be applied to the earliest claim, irrespective of any payment reference by the customer.
 - 5.6. In case of default, we may charge any expenses and costs we incur in asserting our claims, any costs of necessary intervention by a collection agency as well as default interest at a rate of 12 % p.a.
 - 5.7. If the customer is in default, we may demand immediate payment of all outstanding claims and revoke any terms of payment which may have been granted; we may exercise such right even if after execution of the contract we become aware of unfavourable circumstances concerning the customer's ability to pay or economic situation.
 - 5.8. If the buyer ordered fixed length measurements, we reserve the right to exceed such fixed measurement by up to 5% or by up to 10% in case of custom-made products (e.g. original design) and to charge the additional quantity.
6. RETENTION OF TITLE
- 6.1. We retain title to the goods delivered pending full payment of all of the customer's obligations under the contract of sale.
 - 6.2. The customer may sell the goods subject to retention of title in the course of daily business; the customer may not pledge or assign such goods for security purposes, and the customer may not dispose of such goods in any other manner not consistent with daily business. The customer is required to inform us without delay when a third party initiates enforcement proceedings in respect of or otherwise takes possession of goods subject to retention of title and must reimburse any cost arising in connection with the enforcement of our claims. We may enter the customer's business premises during normal business hours and take possession of the goods subject to retention of title to best possibly sell them in the open market or by public auction, notwithstanding any payment and other obligations on the customer's part. We will apply the sales proceeds to the customer's liabilities, after deduction of any cost accrued; any excess will be paid to the customer.
 - 6.3. We will retain title even if the goods subject to retention of title are processed. In such case, it is deemed agreed that we are entitled to a pro-rated share of co-ownership of the item created through processing.

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- 6.4. Unless charged to the buyer, sample collections (sample consignments) are the seller's property and may be reclaimed by the seller at any time. The buyer must properly store and treat such collections. Additional fees will be charged for any samples damaged or cut upon return.
7. INFORMATION/PRIVACY
- 7.1. The customer consents to receive from Englisch Dekor information, newsletters, etc. via electronic media. The customer may revoke such consent at any time. If consent to receive information electronically is revoked, the customer has no right to claim receipt of information sent electronically in any other form.
- 7.2. We may collect, process and store any information provided by the customer in the context of the legal relationship.
8. ASSIGNMENT OF CLAIMS
- 8.1. If the customer sells to a third party the goods before full payment of our purchase price, including incidental claims, the contracting party offers us for security purposes the assignment of the purchase price claim, including all incidental claims, he has against such third party. The offer will be accepted in writing and sent to the customer's address most recently disclosed to us („Offer of Assignment for Security“). In such case, the customer is required to record the assignment for security in his books and to notify the third party without delay.
9. GOVERNING LAW/JURISDICTION
- 9.1. These general terms and conditions shall be governed by and construed in accordance with Austrian law, without giving effect to any conflict of law rules. The UN Sales Convention is not applicable.
- 9.2. All disputes arising from all sales and other transactions shall only be referred to the commercial court in Vienna having jurisdiction in terms of value.
10. GENERAL PROVISIONS
- 10.1. If any or more terms hereof are invalid, this shall not affect the validity of the remaining terms hereof.
- 10.2. Right of retention: If there is any fact that justifies retention by law, the customer may always only retain such part of the gross calculation amount that is reasonable in relation to the claim asserted by the customer. In addition, the customer may exercise such right of retention only on account of the delivery to be paid but not on account of any other claims the customer may have from the business relationship with us.
- 10.3. Confidentiality: Either party agrees and undertakes to keep confidential all confidential information of the other party which such party becomes aware of in connection with the mutual contractual relationship.
The foregoing shall not be applicable in case (i) a party is required to provide information by law or by virtue of an official order, or in case of (ii) obvious information or (iii) information previously known.
- 10.4. The seller is not required to take back any goods wrongly ordered. Goods having a length of less than 5 metres or in respect of which no invoice or delivery note can be presented cannot be returned. If the seller by way of exception (by way of accommodation and without creating any obligation for future consideration) takes back goods wrongly ordered, the seller may charge a 20 % deduction for waste.
11. ONLINE CONCLUSION OF CONTRACTS
- 11.1. When placing an online order, our customers submit a binding offer to us to enter into a contract with us. Receipt of the order confirmation by our customer merely confirms our receipt of the customer's offer.
- 11.2. A contract of sale is made once an acceptance of order is emailed to the customer or the goods ordered are delivered.
- 11.3. Contracts concluded online are governed by these general terms and conditions by analogy.
- 11.4. Any information provided in our catalogue or on our website - e.g. description and illustrations - only

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designates the goods, is only roughly relevant and does not constitute information concerning the condition of the goods, unless such information is expressly referred to as binding in writing. The condition, fitness, qualification and function as well as the intended purpose of our goods are solely defined by our information and technical qualifications expressly so designated. Any public comment, advertising or promotion by us or third parties shall not constitute any information concerning the condition of the goods. The sample collection and the online catalogue may include different ranges of products and prices. Anyone who orders products on the basis of a sample collection may not rely on other information provided on the internet and vice versa. We do not accept any liability for calculation errors, typing errors and/or misprints.

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