

General Terms and Conditions

OF SALE

**We, Goodwood GmbH, send you our offer under the exclusive application
of our General Terms and Conditions of Sale:**

§ 1 Validity

- (1) These terms and conditions of sale of GoodWood GmbH apply exclusively. Deviating or conflicting terms and conditions shall not be accepted by us unless we have expressly agreed to them in writing.
- (2) These terms and conditions of sale shall also apply to future transactions between the parties and also if we deliver the goods in the knowledge of deviating or conflicting terms and conditions.
- (3) These terms and conditions of sale shall only apply to companies, legal entities under public law or public special funds within the meaning of § 310 para. 1 BGB (German Civil Code).

§ 2 Offer, Acceptance

- (1) Our offers are valid up to the period stated in the offer date. Within this period, the invoice amount must be transferred in advance to our business account. With transfer to the business account you accept our offer and receive a confirmation of the order from us.
- (2) In the case of deliveries within the EU (with the exception of Germany), the purchaser is obliged to provide us with his valid VAT identification number prior to delivery.

§ 3 Prices/Payment

- (1) Our prices are quoted ex works, plus the respective statutory value added tax (if applicable) and plus costs for packaging, dispatch, freight, customs, import and other ancillary charges.
- (2) We deliver exclusively by prepayment.

§ 4 Set-off/Retention

The purchaser shall only be entitled to set-off if his counterclaims are undisputed or legally established. The purchaser is only entitled to assert rights of retention on the basis of counterclaims from the same contractual relationship.

§ 5 Delivery and Delivery Periods

- (1) Delivery presupposes the timely and proper fulfilment of the purchaser's obligation. The defense of non-fulfilment of the contract remains reserved.

- (2) In the event of default in acceptance or other culpable breach of duties to cooperate on the part of the purchaser, we shall be entitled to compensation for the resulting damage, including any additional expenses. We reserve the right to assert further claims. In this case, the risk of accidental loss or accidental deterioration of the goods shall pass to the purchaser at the time of default in acceptance or other breach of cooperation obligations.
- (3) Any promised delivery periods shall not commence until receipt of the money. Without express agreement of a binding date, the delivery times shall only be deemed to be agreed as approximate. Furthermore, our delivery obligation to the customer is subject to the condition that our contractual partner fulfils its obligations in a timely and proper manner.

§ 6 Transfer of Risk/Shipment/Insurance

- (1) If the goods are dispatched at the request of the purchaser, the risk of accidental loss and accidental deterioration of the goods shall pass to the purchaser at the time of dispatch.
- (2) We will arrange transport insurance for you upon request and at your expense. There is no obligation to take out transport insurance.

§ 7 Retention of title

- (1) The goods shall remain our property until all payments have been received in full. In the event of breaches of contract by the purchaser, including default in payment, we shall be entitled to take back the goods.
- (2) The purchaser shall treat the goods with care, insure them appropriately and, if necessary, maintain them.
- (3) Insofar as the purchase price has not been paid in full, the purchaser must inform us immediately in writing if the goods are encumbered with rights of third parties or are subject to other interventions by third parties.
- (4) The purchaser is entitled to resell the goods subject to retention of title in the ordinary course of business. In this case, however, he hereby assigns to us all claims arising from such resale, regardless of whether this takes place before or after any processing of the goods delivered under retention of title.

§ 8 Quality/product quality

- (1) Wood-typical characteristics such as color differences, peeling of the annual rings and cracks due to weather-related stress do not constitute grounds for complaint. Any type of wood can be washed out if the wood is used outdoors.
- (2) We present the products in catalogues, printed matter, on data carriers or on our website. Any pictures, drawings, dimensions, weights or information for properties or purposes do not represent any assurance of a property, but are to be understood only as approximate values.

- (3) Wood is a natural product and therefore shows a natural color structure and other circumstances of the type of wood within a range. When the product is subsequently used, our customer must take these special features into account.
- (4) In particular, minor deviations from the structure and color tones of a sample cannot be avoided when the wood is treated and have no effect on the contractual quality of our product delivery or other services in connection with the product delivery. In the case of subsequent deliveries, it cannot therefore be guaranteed that the color shade is identical.
- (5) The wood treated by us with wood oils or comparable coatings is a natural product, the purchaser therefore accepts natural characteristics as being in accordance with the contract. In particular, this includes biological, physical and chemical natural properties which influence the structures, grain or color gradients of the wood products. Our wood oils and coatings have been tried and tested many times with regard to our products. However, slight deviations in color tones after coating, in particular from illustrations in catalogues, photos or sent product samples, cannot be avoided due to the material and therefore do not constitute a material defect. Likewise, weather-related washing out, slate annual rings and small cracks are typical natural weathering phenomena, especially in outdoor areas. These can be reduced by professional care treatment, for the appropriate care treatment after assembly of our products, however, no guarantee can be assumed.

§ 9 Warranty

- (1) Prerequisite for any warranty rights of the purchaser is his proper fulfilment of all inspection and complaint obligations owed according to § 377 HGB (German Commercial Code).
- (2) Warranty rights may be asserted within 12 months of the passing of risk.
- (3) In the event of defects in the goods, the purchaser shall be entitled to subsequent performance in the form of rectification of the defect or delivery of a defect-free item. If the subsequent performance fails, the purchaser is entitled to reduce the purchase price or to withdraw from the contract. A warranted quality is only present if it has been expressly agreed in writing as warranted. We shall not bear the additional costs for subsequent performance arising from the fact that the goods have been taken to a place other than the place of performance.
- (4) Only the direct purchaser is entitled to warranty claims and they cannot be assigned.
- (5) Before processing the goods, the purchaser is in particular obliged to check whether the goods are suitable for the respective use. Fluctuations in structure and colors are due to the material and do not constitute a reason for warranty. It should also be noted that wood as a natural product may expand or contract over time. Such changes also do not constitute a reason for warranty.

§ 10 Liability

- (1) In the event of intent or gross negligence on our part or on the part of our representatives or vicarious agents, we shall be liable in accordance with the statutory provisions; the same shall apply in the event of culpable breach of material contractual obligations. Insofar as there is no intentional breach of contract, our liability for damages shall be limited to the foreseeable, typically occurring damage.
- (2) Liability for culpable injury to life, limb or health and liability under the Product Liability Act shall remain unaffected.
- (3) Unless expressly agreed otherwise above, our liability shall be excluded.

§ 11 Applicable law, place of jurisdiction

- (1) These terms and conditions of sale and the contracts of GoodWood GmbH are subject to the law of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods.
- (2) Place of performance and exclusive place of jurisdiction for all disputes arising from or in connection with these terms and conditions of sale and the contracts of GoodWood GmbH shall be Düsseldorf/ Germany.