

General terms & conditions of business

1. Scope of validity

- 1.1. The following terms and conditions are applicable to all deliveries and services (including counselling and the performance of subsidiary obligations) that we (buffetissimo) provide. They are even applicable, if we do not rely on them expressly in following contracts. General terms and conditions of purchase of the purchaser are not applicable to us. Our terms and conditions of business are even applicable if we unconditionally deliver upon knowledge of contradictory or divergent general terms and conditions of purchase of the purchaser.

2. Offer

- 2.1. Our offers are non-binding, as far as nothing else follows from the confirmation of the order. Our written confirmation, our dispatch note, the delivery or the rendering of account brings about contracts by reason of an order accepted by us.

3. Subject matter of contract and delivery

- 3.1. Our Goods are made of high-quality raw material. They are manufactured following the generally accepted state of the art and technology. The measures of the goods (height, breadth, depth) specified in the prospectuses are non-binding, as far as our goods are manufactured according to our prospectuses. The measures of the goods, especially of manufactures according to purchaser's specifications, are just binding if expressly determined in the order.
- 3.2. If we use existing materials or products for manufactures according to purchaser's specifications, that have been provided by the purchaser, we are just liable for the manufacturing following the generally accepted state of the art and technology. We are not giving any warranty for the material or the product itself that has been provided by the purchaser.
- 3.3. The purchaser is entitled to withdraw from the contract, if we are responsible for the failure to comply with the agreed time of performance (delivery time) and the legal requirements are satisfied. As far as circumstances for which we are not responsible hinder or delay the execution of the order, we are entitled to defer the (remaining) delivery for the period of the hindrance. We are entitled to withdraw from the contract in whole or in part, as far as those circumstances cause the impossibility of the (remaining) delivery. We are not responsible for e.g. official interference, operational breakdown, strike, lockout, politically or economically caused interruptions of operations, the deficiency of necessary raw materials and operating supplies, delay of transport caused by disturbance of traffic or other incidents, that occur in our place, in our suppliers or in other businesses our operational activity is depending on. If the conclusion of a contract of sale is based on a specimen or an illustration, reasonable variations of those specimen or illustrations are meaningless, if not the usage of the good is persistently negatively affected. Variations of colour of surfaces are subject to alterations, because of the different structures and coloured wooden materials. Capillary fissures can possibly occur at the glued joints between coloured varnished (body varnish) wooden pieces. Those are unavoidable and no reason for complaint. Variations of colour caused by exposure to sunlight are excluded from warranty. Wood is no homogeneous material; minor unevenness or irregularity in particular at brinks or narrow edges is partly unavoidable within the process of working and is no reason for complaints.
- 3.4. At the purchaser's request we arrange the transportation on account of the purchaser. We are not liable for the selection of the carrier. The purchaser has to take care that all used transport equipment and means of transport are in perfect condition.
- 3.5. The purchaser has to make compensation to us regardless his obligation to pay the purchase price, in case the purchaser is taking delivery of the object of sale contrary to his duty, especially if he rejected or delayed taking delivery. Several purchasers are liable as joint and several debtors for duly taking delivery and the payment of the purchase price. The performance to one of the debtors has effect on all of them. All purchasers authorize each other to receive our representations with legally binding effect in contractual affairs.

4. Passing of risk

- 4.1. If the object of sale will be transported to another place then the place of performance at the purchaser's request, the risk of accidental loss, destruction or deterioration passes to the purchaser in the moment the object of sale is handed over to the carrier or the person who is in charge of the transportation, re-

regardless of transportation by us or foreign vehicles, who is liable to pay the costs of transportation or transportation from another place than the place of performance.

5. Claims of the purchaser based on defects

- 5.1. Obvious defects, no matter of which kind, shall be notified to us by the purchaser immediately after taking delivery. In that case the purchaser shall leave the object of sale untouched until the examination by us. Hidden defects, no matter of which kind, shall be notified to us by the purchaser immediately after the detection, at the latest before the expiration of one year after taking delivery. Oral notifications of defects need to be confirmed in writing. Notifications, which are not in accordance with the formal requirements, are ineffective. The good is considered as accepted if the purchaser has not effectively notified the defect in due time.
- 5.2. Any claims by the purchaser based on defects shall only entitle the purchaser to be supplied with a faultless replacement. If the replacement is also defective, the purchaser is entitled to reduce the purchase price or to withdraw from the contract. The purchaser is not entitled to assert claims for damages if the purchaser has been reduced the purchase price or withdrawn from the contract.
- 5.3. Claims of the purchaser based on defects are subject to an one-year limitation period starting with the date of the delivery of the good. Claims of the purchaser based on defects that claim damages are not subject to an one year limitation period starting with the date of the delivery of the good, if the damage is caused intentionally or by gross negligence by us, by one of our legal representatives or by one of our vicarious agents, if the damage is a damage of someone's life, body or health or if we have concealed the defect fraudulent.

6. Damage claims

- 6.1. Damage claims of the purchaser, especially because of an infringement of a contractual obligation, culpa in contrahendo and extra-contractual liability, are excluded, if the damage is not caused intentionally or by gross negligence by us, by one of our legal representatives or by one of our vicarious agents, by a fraudulent concealment of the defect by us, by an infringement of a contractual obligation that is essential for the execution of the contract or if the damage is a damage of someone's life, body or health. In case of an infringement of a contractual obligation that is essential for the execution of the contract, we are not liable for unforeseeable damages, regardless a liability according to the German Product Liability Act.

7. Security interests

- 7.1. We retain title of the object of sale until the purchase price has been fully paid, respectively until all payments of the current account have been fully paid. The purchaser is not entitled to transfer the object of sale by way of security or to give it in pledge.
- 7.2. The purchaser is entitled to resell the object of sale in ordinary course of business; he is previously assigning all claims against third parties to us to the amount of the sum total of the invoice (including VAT) that will be arising from the reselling, irrespective of a reselling without or after processing. The purchaser stays entitled to collect those claims after the assignment. Our right to collect those claims on our own remains unaffected. We are binding ourselves not to collect those claims as long as the purchaser is meeting his financial obligations, especially as long as he is not defaulting or an insolvency proceedings petition has not been filed.
- 7.3. The manufacturing or transformation of the object of sale will always be made for us. If the good will be manufactured with other things that are not owned by us, we will acquire co-ownership of the new thing at the moment of the mixture of things. The co-owner's interests are defined by the relation between the value of the object of sale (7.9.) and the value of the mixed things at the moment of the mixture of things. Our co-owner's interests remain in existence until the purchaser fully met his obligations (7.1.).
- 7.4. We are binding ourselves to release securities that are due to us at the purchaser's request, as far as the realizable value of the securities exceeds more than 20% bigger than the value of the secured claim; the selection of the securities is optional to us.
- 7.5. In case the purchaser is collecting claims or parts thereof assigned to us, he transfers to us the his remaining claims or parts thereof in the value of the part of the claim prior to a further remaining part of a claim. Our claim to return the collected claims remains unchanged.
- 7.6. The purchaser is neither entitled to pledge or to assign his claims against the party he resold the object of sale to to an amount of the value of the object of sale (7.9.) to third parties, nor to stipulate a prohibition of assignment with the party he resold the object of sale to.

- 7.7. The purchaser is obliged to hold all things that are owned or co-owned by us in safe custody in exercising the diligence of a prudent businessman and without remuneration. The purchaser is obliged to notify an attachment or any other detriment to our rights by a third party immediately and in writing. The purchaser has to surrender all supporting documents that are necessary for an intervention and to bear the costs of the intervention incurred by us, unless they will not be beared by a third party.
- 7.8. In case of a current account, our securities are serving as collateral for the satisfaction of our balance of account receivables.
- 7.9. The “value of the object of sale” means the purchase price (sum total of the invoice, including VAT) plus 20%.

8. Terms of payment and price

- 8.1. In case our costs, especially for raw materials, transportation and wages, are rising between making the offer and delivery, we are entitled to adapt the sales price, regardless of the offer or the confirmation of the order.
- 8.2. Our invoices are immediately due and have to be paid without any deduction 14 days after the date of invoice at the latest, with the exception of the payment in cash according to 8.7., which has to be performed immediately.
- 8.3. The purchaser waives to enforce a lien, unless the claim, the right of retention is based on, is either undisputed or has been accepted by us or has been finally determined by a court of competent jurisdiction.
- 8.4. Bills and checks will only be accepted if it is expressly previously agreed.
- 8.5. The purchaser shall not be entitled to set off any counterclaims unless such counterclaims are either undisputed or have been accepted by us or have been finally determined by a court of competent jurisdiction.
- 8.6. If the purchasers performance is insufficient to discharge the debt in whole, we determine - even in case of an allocation to a current account - to which debt the payment is appropriated to; first the due debt, in case of multiple due debts the most unsecured debt, in case of multiple equally secured debts the debt that is existing longer, in case of debts of the same age, all debts will be discharged proportional.
- 8.7. The purchase price is falling due as follows: 50% on placing the order, 25% on completion date and 25% in cash on delivery. We are entitled to withdraw from the contract or claim damages for non-performance, if the purchaser infringes the provisions of these terms of payment. We are entitled to request adequate securities for unpaid parts of the purchase price, if the financial soundness of the purchaser has considerably changed.
- 8.8. In case the purchaser fails to be punctual in his payment, we are entitled to claim default interest at 8% over the basic rate of interest of the European Central Bank.

9. Place of performance and place of jurisdiction

- 9.1. The place of delivery and the place of payment is our place of business.
- 9.2. Place of jurisdiction for all legal disputes arising from claims which are related to a contract under this terms and conditions shall be our place of business, at our option the place of our factory or the place of our sales company.
- 9.3. All legal disputes arising from claims that are related to a contract under this terms and conditions shall be subject to German law to the exclusion of the Convention on Contracts for the International Sale of Goods (CISG).

10. Miscellaneous

- 10.1. These terms and conditions shall remain in force notwithstanding the fact that individual provisions herein may be void.
- 10.2. We collect, process and use data that are necessary for order processing and the attendance of the purchaser with due regard to the data protection provisions. Thereto the purchaser gives his consent by his order.