

Terms and Conditions

Otto Golze & Söhne GmbH, Emmerthal

§ 1 Validity of the conditions/other parties' General Terms and Conditions (AGB)

(1) The deliveries, services and offers of Otto Golze & Söhne shall be carried out exclusively according to these conditions of business. These conditions shall therefore also apply to all future transactions and business relationships, even if they are not expressly agreed upon again in each instance. If the customer is a merchant within the meaning of the German Commercial Code, these conditions shall be deemed to have been accepted at the time of the goods or service's acceptance at the latest.

Customers of the provider and in the sense of these General Terms and Conditions (AGB) can only be business entrepreneurs. A business entrepreneur in the sense of these AGB is, according to § 14 BGB (Civil Code) a natural or legal person or business partnership having legal capacity who, when concluding a legal transaction with us, is exercising its commercial or independent professional activity. A business partnership having legal capacity is a business partnership which is capable of acquiring rights and entering into obligations. A customer who constitutes a special purpose fund under public law shall also be deemed a business entrepreneur in the sense of the above.

(2) We hereby expressly reject all of our customer's General Terms and Conditions and/or conditions of purchase. These shall not become part of the contract under any circumstances, even if we do not separately reject such conditions.

§ 2 Prices

The prices are quoted as follows unless otherwise agreed:

Free delivery if the net value of the goods is 300 € or more.

A 20 € small-quantity surcharge applies if the net value of the goods is less than 300 €.

We charge a processing fee of 20 € when returns are accepted by way of good will.

§ 3 Date of delivery and performance and delays

(1) Otto Golze & Söhne shall be entitled to make partial deliveries and partial performances at any time.

(2) If the customer is in default of acceptance, Otto Golze & Söhne shall be entitled to demand compensation for the resulting damages unless the customer proves that it is not responsible for the default of acceptance. Upon default of acceptance, the risk of accidental destruction and/or accidental deterioration shall be transferred to the customer.

(3) If a delay occurs on the part of Otto Golze & Söhne, the buyer may withdraw from the contract after setting Otto Golze & Söhne a reasonable grace period with a threat of withdrawal.

(4) If suppliers fail to deliver to Otto Golze & Söhne within a reasonable period, both parties shall be entitled to withdraw from the contract. Otto Golze & Söhne must provide evidence of the order.

§ 4 Transfer of risk

All consignments are made at the customer's request. The risk is transferred to the customer as soon as the consignment is passed to the person carrying out its transport or has left Otto Golze & Söhne's warehouse for the purposes of consignment. If the consignment becomes impossible through no fault of Otto Golze & Söhne, the risk shall also be transferred to the customer upon notification of the readiness for dispatch.

§ 5 Warranty

(1) Drawings, illustrations, dimensions, weights and other performance data shall only be binding if this is expressly agreed in writing. Any samples presented shall represent only the approximate appearance of the goods to be delivered. Slight deviations in colour, pattern, weights and dimensions shall not constitute a defect. This applies especially to natural products. The customer is informed that slight deviations in colour, pattern, weights and dimensions are always to be expected if natural products are used as raw materials.

(2) Defects in the delivered goods claimed within the statutory warranty period shall be rectified, at the discretion of Otto Golze & Söhne, either by repair without charge or by replacement.

(3) If the defect cannot be rectified within a reasonable period or if the repair or replacement is otherwise deemed to have failed, the customer may demand, at its discretion, a reduction in remuneration or the cancellation of the contract (annulment). The repair or replacement shall only be deemed to have failed if Otto Golze & Söhne was afforded sufficient opportunity to carry out repair or replacement, if the repair or replacement is impossible, if it was refused or unreasonably delayed by Otto Golze & Söhne, if there are justifiable doubts regarding the prospects of success, or if it is otherwise deemed to be unreasonable.

§ 6 Reservation of title

Until any claims whatsoever to which Otto Golze & Söhne is entitled from the customer now or in the future have been settled (including all claims relating to current account balance), Otto Golze & Söhne shall be granted the following securities, which it must, at its own choice, release on demand if their value exceeds that of the claims by more than 20% on a lasting basis:

(1) The goods shall continue to remain the property of Otto Golze & Söhne until that point. Processing or transformation shall always be carried out on behalf of Otto Golze & Söhne as the manufacturer, albeit without any obligation arising for Otto Golze & Söhne. In the event that Otto Golze & Söhne's (joint) ownership expires as a result of the goods being combined with other goods, it is agreed that the customer's (joint) ownership of the combined item shall be transferred proportionally to Otto Golze & Söhne according to (invoice) value. The customer shall keep Otto Golze & Söhne's (joint) property safe at no charge. In the following, goods of which Otto Golze & Söhne is entitled to (joint) ownership shall be referred to as "reserved goods".

(2) The customer shall be entitled to process and sell the reserved goods in the normal course of business provided that it is not in payment arrears. Pledging and assignments by way of security are not permitted. The customer hereby already assigns to Otto Golze & Söhne by way of security and in full all claims arising from the resale or for another legal reason (insurance, unlawful act) in relation to the reserved goods (including all claims relating to current account balances). Otto Golze & Söhne hereby accepts this assignment. Otto Golze & Söhne shall revocably authorise the customer to collect the claims assigned to Otto Golze & Söhne in its name and for its own account. This authorisation can only be revoked if the customer fails to properly comply with its payment obligations.

(3) If third parties access the reserved goods, especially in the case of seizures, the customer shall refer to Otto Golze & Söhne's ownership and inform Otto Golze & Söhne without delay so that Otto Golze & Söhne may enforce its rights of ownership. Insofar as the third party is not able to reimburse Otto Golze & Söhne for resulting legal or out-of-court costs in connection with this matter, the customer shall be liable for these costs.

(4) If the customer's conduct – in particular payment default – violates the contract, Otto Golze & Söhne shall be entitled to take back the reserved goods or, if necessary, to demand assignment of the customer's claims for surrender against third parties. The taking back or seizure of the reserved goods by Otto Golze & Söhne shall not constitute withdrawal from the contract.

§ 7 Payment

(1) Unless otherwise agreed, Otto Golze & Söhne's invoices shall be payable immediately without deductions.

(2) A payment shall only be deemed to have been made if Otto Golze & Söhne has the amount at its disposal. In the case of cheques, the payment shall only be deemed to have been made if the cheque is credited to Otto Golze & Söhne's account. Cheques and bills of exchange shall only be accepted – if at all – on account of performance.

(3) If Otto Golze & Söhne becomes aware of circumstances that call the customer's creditworthiness into question, especially if a cheque from the customer bounces, the customer suspends payment, or other circumstances come to light that call the customer's creditworthiness into question, Otto Golze & Söhne shall be entitled to declare the remaining debt due for payment, even if it has accepted cheques. In this case, Otto Golze & Söhne shall also be entitled to demand prepayments or securities.

(4) The customer shall only be entitled to offset claims or to exercise a right of retention as a result of any counterclaims if these counterclaims have been established as legally valid or are indisputable. At all times, however, the customer shall also be entitled to withhold payments as a result of counterclaims arising from the same contractual relationship.

§ 8 Design modifications

Otto Golze & Söhne reserves the right to make design modifications at any time. Otto Golze & Söhne shall not be required, however, to carry out such modifications to products that have already been delivered.

§ 9 Industrial property rights

(1) Otto Golze & Söhne shall indemnify the customer and its customers from claims arising from infringements of copyrights, trademarks or patents, unless the design of a delivery item originates from the customer. The customer's obligation to indemnify is limited in amount to the foreseeable damages. An additional prerequisite for the indemnification is that the management of legal disputes is left to Otto Golze & Söhne and that the alleged infringement of rights is attributed exclusively to Otto Golze & Söhne's delivery items with no connection to or use with other products.

(2) Otto Golze & Söhne has the right, at its discretion, to free itself from the obligations assumed in paragraph 1 by a) purchasing the necessary licences with regard to the allegedly infringed patents or b) providing the customer with a modified delivery item or parts thereof that, if exchanged for the infringing delivery item or part thereof, eliminate the accusation of infringement with regard to the delivery item.

§ 10 Confidentiality

Unless otherwise expressly agreed in writing, the information submitted to Otto Golze & Söhne in connection with orders shall not be deemed confidential.

§ 11 Sales and presentation aids

Sales and presentation aids provided for free by Otto Golze & Söhne shall remain the property of Otto Golze & Söhne and can be reclaimed at any time. The customer agrees only to fill the sales and presentation aids with goods from Otto Golze & Söhne.

§ 12 Limitation of liability

(1) Otto Golze & Söhne shall assume unlimited liability for guaranteed characteristics of the goods, damages arising through defects of title, and damages arising through injury to life, body or health.

(2) Otherwise, Otto Golze & Söhne shall only assume unlimited liability for intent and gross negligence on the part of its legal representatives and employees.

(3) Otto Golze & Söhne shall only assume liability for slight negligence if an obligation is breached whose fulfilment is of special significance for the attainment of the contract's purpose (a cardinal obligation). If a cardinal obligation is breached, the liability shall be limited to double the respective contract amount, as well as to such damages as would typically be expected to arise within the framework of the contract.

(4) Liability according to the German Product Liability Act shall not be affected.

§ 13 Applicable law, place of jurisdiction, partial invalidity

(1) These conditions of business and all legal relations between Otto Golze & Söhne and the customer shall be governed by the laws of the Federal Republic of Germany under the exclusion of the UN-Convention on the International Sale of Goods.

(2) Should the customer be a merchant, a legal person under public law or a special purpose fund under public law, the court of jurisdiction shall be that court which is responsible for our business domicile. We shall also be entitled to file a suit against the customer at its own general court of jurisdiction.

(3) Should a provision in these conditions of business or a provision within the framework of another agreement be or become invalid, this shall not affect the validity of all other provisions or agreements.

§ 14 Factoring

Our terms of payment and delivery, to which our customer declares its consent when placing an order, shall apply exclusively – also equally to future business transactions, even if no explicit reference has been made to them but they have been received by the person placing the order together with a confirmation from us of that order. Should the order be placed deviating from our terms of payment and delivery, our terms of payment and delivery shall nonetheless still apply, even if we do not object. Any deviations shall therefore only apply if they have been explicitly recognised by us in writing. We are entitled to cede the claims resulting from our business relationships. This contractual relationship shall be exclusively subject to German Law, in particular the Civil Code (BGB) and the Commercial Code (HGB). The court of jurisdiction shall be, at our discretion, either the domicile of our company or Mainz. Should the purchaser be in arrears with regard to any of its payment obligations to us, all existing claims shall become due for payment immediately. All payments are to be made with discharging effect exclusively to the bank accounts of Allgemeine Kredit Coface Finanz GmbH, Isaac-Fulda Allee 5, 55124 Mainz, to whom we have ceded our current and future claims from our business relationship. We have also transferred our reservation of proprietary rights to this institute.

§ 15 REACH

In accordance with Article 33 of the REACH Regulation, we hereby inform you that some of our doormat products have been made of PVC and rubber materials and may contain the plasticizer DEHP in a concentration above 0.1% mass percentage. A detailed list of items and recommendations for safe handling may be requested from us.

Golze¹⁸⁷³

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