

General terms and conditions of business, delivery and payment for PROJECT FLOORS GmbH

1. General information

- 1.1 Our deliveries, services and quotations are based exclusively on the terms and conditions below. These shall also apply to future business relationships, even if they are not explicitly agreed again. Deviations from these terms and conditions of business, especially the validity of the purchaser's terms and conditions of purchase, shall require our explicit acknowledgement. We hereby revoke any counter-confirmations by the purchaser with reference to their terms of conditions of business or purchase. We only conclude contracts with companies.
- 1.2 Our quotations are non-binding and are based on the delivery options at the time the quotation is submitted. Orders are only binding for us when confirmed by us or completed by delivering the goods. Verbal auxiliary agreements shall only apply if confirmed in writing.
- 1.3 Invoices are based on the prices applicable on the date of dispatch plus the value added tax applicable on this date.

2. Delivery

- 2.1 Deliveries are in the delivery format applicable for the individual items. Goods with a net value of EUR 1500 or over are delivered free of charge. Goods with a net value of under EUR 1500 are subject to a delivery charge. Any additional costs for express or individual shipments requested shall be invoiced separately.
- 2.2 Delivery dates and lead times must be in text form. If a fixed deadline is missed for reasons for which we are responsible, this shall only be deemed late delivery if a reasonable additional period is set and missed.
- 2.3 We shall be responsible for packaging costs. We pack everything with the greatest care. We will not take back packaging materials.

3. Force Majeure

- 3.1 In the event of force majeure, i.e. circumstances and events which cannot be prevented through proper business management, the contractual obligations of the parties shall be suspended for the duration of the problem and its impact. If the resulting delays exceed a duration of 6 weeks, both contracting parties shall be entitled to withdraw from the contract in relation to the relevant deliverables. Any compensation claims arising as a result shall be limited to cases of malicious intent and gross negligence. No other claims shall be valid. This regulation does not cover warranty cases.

4. Shipping and handover

- 4.1 Loading and shipping are uninsured and at the risk of the purchaser. The handover of risk to the purchaser is at the point at which the goods are delivered to the shipping agent.
- 4.2 The goods are shipped at the risk of the purchaser, which is also responsible for insuring them. Any damage in transit must be reported to the carrier immediately on acceptance of the goods. Any damage in transport which is not immediately apparent must be reported to the carrier in writing within a period of 7 days. This regulation does not absolve the purchaser of its testing and information obligations in line with Article 377 HGB (German Commercial Code).

5. Payment terms

- 5.1 Our invoices shall become payable no later than 20 days after the invoice date plus 2 mandatory shipping days. As of this date, the purchaser is in arrears, with no separate reminder required.
- 5.2 The following discounts apply:
Within 10 days, 2 % discount
Within 20 days, net, no deductions.
- 5.3 Payment times are always calculated in accordance with 5.1.
The payment is effective at the point at which the funds are received by the seller, or, for a bank transfer, when they are credited to the seller's bank account.
- 5.4 If the payment term is exceeded, interest shall be charged at the rate of the standard bank interest on liabilities, at least 9 % points over the basic interest rate must a statutory fee of €40. This shall not negate the assertion of further claims.
- 5.5 The right to a discount shall automatically be invalidated if the purchaser is in arrears with previous invoices.
- 5.6 Only undisputed or legally agreed deliverables shall entitle the purchaser to set-off or retention.

6. Retention of ownership

- 6.1 The goods delivered shall remain our property until all payments to be made by the customer to us are paid in full. The customer has the revocable right to use the goods purchased for normal business purposes.
- 6.2 The retention of ownership shall fully cover any products produced as a result of processing, mixing or combining the goods, whereby we shall be deemed the manufacturer. If third parties retain retention of ownership through processing, mixing or combining with our products, we shall retain joint ownership in the ratio of the invoice value of these processed goods.
- 6.3 The claims to the benefit of third parties arising from the resale shall be transferred to us by the purchaser at this stage in total or to the value of any joint ownership (cf. Section 6.2) to secure our property. It is authorised to seize this until revocation of completion of its payment to us. The purchaser also has no right to transfer these claims for the purposes of factoring for debt collection purposes, unless the obligation of the factor at the same time is to effect the return payment to the level of our proportion of the debt directly to us, providing there is a claim on our part against the purchaser.
- 8.4 Access by third parties, e.g. as a result of theft, seizure or otherwise to the goods and deliverables belonging to is must be notified to us by the purchaser immediately by e-mailing geschaeftsleitung@project-floors.com.
- 6.5 The goods and the claims in their stead may not be pledged to third parties nor handed over as security before they have been paid in full.
- 6.6 If the value of the securities exceeds our claims by more than 20%, we will release securities of our choosing on request from the purchaser.

7. Compensation

- 7.1 Compensation is restricted to cases of malicious intent and gross negligence, providing this is authorised by law.

8. Guarantee

- 8.1 The regulations below apply to our purchaser and all further users of our product, i.e. to the whole supply chain.
- 8.1 All technical information about the suitability, processing and applicability of our products, technical consultation and other information is provided to the best of our knowledge, but does not absolve the purchaser or users of our goods from their own tests and research and from adaptation to the relevant individual circumstances. Conventional or minor deviations in terms of quality, weight, size, thickness, width, equipment, samples, surface structure and colour are a factor of the production process and do not represent product faults. They shall not authorise the purchaser to complain.
- 8.3 The purchaser must check the goods immediately on receipt for completeness, correctness and absence of faults. Recognisable faults shall only lead to warranty claims if they are reported within 1 week of receipt of the goods in accordance with section 8.5. If the purchaser or user of our goods believes they have a reason to complain about the goods delivered, the goods must not be processed or processed further. If the goods have been further processed despite a fault being observed or a fault which could not have failed to be observed, we are absolved from all liability for damages and consequential damages (Article 442, clause 1 in conjunction with Article 439, paragraph 3, clause 2 BGB (German Civil Code)). On request from us, the goods must be returned to us whole or in the form of faulty samples for inspections.
- 8.4 In the event of concealed faults, it is mandatory that the purchaser or user of our goods reports the fault immediately to use in accordance with section 8.5 before remedying the fault. In the event of concealed faults, the purchaser and user of our goods bear the burden of proof that the substrate is in perfect condition and free of coatings, that appropriate adhesives have been used, that the goods have been properly processed and subject to normal use (this is understood as normal wear for the recommended purpose or the wear to be expected as normal for the user) and proper care with proper information provided about care and maintenance.
- 8.5 Faults must be reported to the e-mail address technik@project-floors.com, quoting the information we require, such as: Purchase date, processor data, framework data on construction site and laying, photos if applicable. Complaints can also be submitted in writing using our complaint form.
- 8.6 All decisions on our acceptance of the complaint and the scope of subsequent fulfilment shall be made by our management/sales management. In the case of faults, we reserve the right to work with the user on remedying the fault ourselves or getting it remedied by a suitable professional company. These terms and conditions do not affect the statutory regulations on the purchase of consumer goods, which remain applicable in full.
- If faults are acknowledged, we are obliged to deliver a replacement. Replacements shall be the best fit possible. There may be colour deviations, as we cannot provide a guarantee for spare parts deliveries from the same production or batch as the previous delivery. Minor colour differences on subsequent deliveries are a factor of the production process and do not provide cause for complaint.

9. Place of fulfilment and jurisdiction

- 9.1 The law of the Federal Republic of Germany shall apply to the terms and conditions of business and all legal relationships between us and the purchaser. The applicability of the universal international law on the sale of goods is excluded.
- 9.2 The place of fulfilment for deliveries and payments is Frechen.
- 9.3 If the purchaser is a business, the place of jurisdiction for both parties, irrespective of the amount in dispute, for all disputes arising directly or indirectly as a result of the contractual relationship is Cologne or another place of our choosing.
- 9.4 If one term of these terms and conditions is or becomes invalid in line with other agreements, this shall not affect the validity of all other terms or agreements.