

General Terms and Conditions of Sale as of 01.06.2022

Applicable to business customers

1. Scope

1.1 These general terms and conditions of sale ("GTC") shall apply to legal transactions and legal acts with enterprises acc. to § 14 BGB ("Customer").

1.2 General terms and conditions of the Customer shall only apply to our business relation, if we have accepted these terms and conditions explicitly and in written form.

2. Information and Advice, Condition of the Goods, Processing Instructions

2.1 Information and advice are based on our experience and do not free the Customer of its own responsibility of inspection and handling of the goods.

2.2 The following conditions are part of the nature of the goods, because these conditions are unavoidable for production reasons:

- a. deviation of the surface dimension of the goods by up to $\pm 3\%$;
- b. production-related deviations lead to differences between different batches of the same goods, as well as to sample books, sample rolls and sample sections;
- c. the surface colour of goods made of or containing natural fibres can have an iridescent effect. Furthermore, loose natural fibres may be visible.

2.3 processing instruction are mandatory. In particular, the surface effect of each roll of wallpaper has to be checked after application of three strips.

3. Conclusion of Contract

3.1 Our offers are not binding. A contract shall be concluded upon the written order of the Customer and our acceptance (usually by confirmation of the delivery period, or a proforma invoice). Orders by phone will only bind after our acceptance.

3.2 All contracts, side agreements, commitments and contract changes need written form. This also applies to the change of this clause.

4. Prices and Payment Terms

4.1 The product master data sheet contains information on the respective packaging unit. The price list contains information on the price of the goods. Prices are in € per roll when a whole packaging unit is purchased. In the case of orders for individual rolls, a surcharge of 20% per individual roll will be invoiced.

4.2 Price lists in sample books / collection books are non-binding.

4.3 In the event of no other agreement, invoices are to be paid by pre-payment.

4.4 In the event of no payment term, invoices are due immediately. In the event of late payment we may charge default interest of 8%-points above the base interest rate of the ECB.

4.5 We are entitled to change payment term agreements without consent of the Customer, if the Customer has been several times in payment delay.

5. Sample Rolls

Sample rolls can be ordered to the customary extent. Sample rolls are invoiced with the price for sample rolls.

6. Delivery Terms, Delay of Delivery

6.1 Deliveries are made **FCA**, site Wiehl-Bomig, Incoterms 2020. In the event we deliver the goods to a deviating place, we shall invoice freight costs and other costs in addition. Special arrangement for deliveries within Germany: no freight costs shall be charged if the purchase volume surmounts € 850,00 (net).

6.2 In the event export control leads to a delay of delivery of up to two (2) working days, this shall not be deemed a delay of delivery.

6.3 In the event the Customer is in delay of payment with one or more invoices, we are entitled to postpone any subsequent delivery date/period until all due invoices are paid. This shall not be deemed a delay of delivery.

6.4 If the Customer desires a change of its order after the conclusion of contract, the delivery date/period shall be automatically postponed indefinitely. We will endeavour to fulfil the amended order in a timely manner.

6.5 Delivery in advance are legitimate. We are entitled to partial delivery.

7. Delivery Period

7.1 If the delivery period is not adhered to, the Customer has the right to send a reminder together with a deadline of at least eight (8) weeks. After fruitless expiry of the deadline, we shall be in default of delivery.

7.2 If we determine that we cannot comply with the delivery period, we can postpone the delivery period once without the Customer being entitled to compensation claims; a right of termination only exists if the Customer is dependent on compliance with the delivery period and has informed us of this in writing when concluding the contract. Cases of force majeure remain unaffected by this.

8. Retoure

Goods without defect as well as sample rolls/sample materials cannot be returned. § 478 BGB (recourse in case of sale of consumer goods) remains unaffected.

9. Reservation of self-delivery; force majeure and other impediments

In cases of force majeure, the mutual rights and obligations of both contracting parties shall be suspended. In this case, the agreed delivery period shall be postponed until the case of force majeure has ended. Force majeure shall be all events that come from outside, are unforeseeable and extraordinary and could not be prevented even by the utmost care on the part of the party affected. Cases of force majeure are in particular: shortage of energy or raw materials, strike in the own company or with third parties, lockout, official order, epidemics/pandemics, non-delivery by third parties, operational disruption. The other contracting party must be informed immediately of the beginning and the expected duration of the force majeure. Each contracting party is entitled to terminate the individual contract concerned without notice if the force majeure situation lasts longer than two (2) months.

10. Warranty

10.1 Recognisable defects, e.g., type of goods, quantity of goods, obvious damage, must be notified by the Customer in writing without delay, but no later than three (3) working days after arrival of the goods at the Customer's premises. The recognisable defect shall be noted on the transport documents. Hidden defects shall be notified in writing immediately after their discovery. The notice of defect must adequately describe and substantiate the defect. Failure to give notice of defects in due time and in the proper manner shall exclude any warranty claim on the part of the customer.

10.2 A proper notice of defect includes at least: sending in (one) of the rejected rolls and inserts of all rejected rolls. If the goods have already been processed, sections showing the defect must be sent in.

10.3 If there is a defect for which we are responsible, we shall remedy it by subsequent performance. If the defect concerns only part of the delivery, the entire delivery shall not be defective, provided that the remainder can be reasonably used by the buyer.

10.4 If the supplementary performance fails, the customer has the right to withdraw from the contract or to reduce the price of the defective goods. Withdrawal is excluded in the case of minor defects.

10.5 The warranty rights and rights to compensation for damages shall become statute-barred within 1 year of delivery. § 478 BGB (recourse in case of sale of consumer goods) remains unaffected.

11. Liability

11.1 We shall be liable without limitation for damages in the event of injury to life, limb and health, the Product Liability Act and for intentional or grossly negligent breaches of duty. In the case of breaches of duty caused by slight negligence, we shall only be liable for the foreseeable and typical damage.

11.2 The limitation of liability also applies to our legal representatives and vicarious agents.

12. Retention of Title

12.1 All goods are delivered by us subject to retention of title.

a. If the legal institution of the extended (“*verlängert*”) reservation of title is recognised in the customer's country, the following shall apply:

The customer is entitled to sell the goods subject to retention of title in the ordinary course of business. In return, the customer assigns to us his claim from the resale. The customer remains entitled to collect the claim assigned to us. In the event of our revocation, which is permissible at any time, the customer shall inform his customers of the assignment to us.

b. If the legal institution of the expanded (“*erweitert*”) retention of title is recognised in the customer's country, the following shall apply:

The retention of title shall remain in force until all claims arising from the business relationship have been fulfilled. If the value of the securities existing for us exceeds the secured claims by more than 10% in total, we are obliged to release securities of our choice at the request of the customer.

12.2 We are entitled to terminate the relevant (individual) contract and to take back the reserved goods if the customer does not fulfil his contractual obligations.

12.3 The customer is obliged to treat the reserved goods with care as long as ownership has not yet passed to him. In addition, he is obliged to insure the goods subject to retention of title at his own expense, in particular but not limited to, against fire, theft and water damage, sufficiently at replacement value. Claims against the insurance company arising from damage to the goods subject to retention of title are hereby assigned to us in the amount of the value of the goods subject to retention of title.

12.4 The customer is obliged to inform us immediately in writing if the goods subject to retention of title are seized or exposed to other encroachments by third parties. If the third party removes or exploits the goods subject to retention of title, the customer shall be liable for the damage incurred by us.

13. Place of Performance; Place of Jurisdiction; Applicable Law

13.1 The place of performance for all contractual obligations is the registered office of our company. The exclusive place of jurisdiction for all disputes is Gummersbach, Germany. The same applies if the customer has no general place of jurisdiction in Germany. However, we are also entitled to sue the customer at his general place of jurisdiction.

13.2 All legal relations between the customer and us shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

14. Changes to the Terms and Conditions; Severability Clause; Data Protection

14.1 We are entitled to adapt and amend our GTC at any time. The customer will be notified of the changes electronically (e.g., in the merchant portal or by email). The customer has the option to object to the amended GTC. If the customer makes new orders after notification of the amended GTC or does not object in due time, the GTC shall be deemed accepted by the customer.

14.2 In the event that single provisions of the contract are invalid, the remaining provisions shall remain in full force and effect.

14.3 Information on data protection can be found here: <https://www.as-creation.com/datenschutz.html>

15. Waste registrations

As part of the extended producer responsibility, we are registered in France under the number FR208406_01THJG.

Note: This is a translation of the German version. If there any discrepancies or deviations, the German version shall prevail.

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