

1. Scope of Application, General

These Standard Terms and Conditions apply exclusively to dealings with "entrepreneurs," as defined in Section 14 of the German Civil Code (BGB), legal entities under public law, or special funds under public law. The Customer's terms and conditions that conflict with or deviate from our Standard Terms and Conditions shall only be recognised if we have expressly consented to their application in writing. Any reference or mention by KOINOR to the Customer's or a third party's standard terms and conditions in a letter does not constitute acceptance of such terms and conditions. These Standard Terms and Conditions shall also apply to all future transactions with the Customer insofar as they relate to legal transactions of a similar nature. The Customer provides a guarantee vis-à-vis the tax authorities that the information and documentation supplied are accurate. The Customer bears the sole risk should KOINOR lose the right to VAT-exempt deliveries or any other benefit as a result of incorrect information or documentation provided by the Customer, or should KOINOR become liable for VAT due to an invalid VAT identification number.

2. Scope of Services Provided

The quality of our services is definitively determined by the characteristics of the goods as set out in our catalogues and price lists at the time the contract is concluded. Any other public statements shall not constitute a description of the goods delivered that is supplementary to or deviates from that provided in the catalogue.

3. Payment Conditions

Unless otherwise expressly agreed between the parties, the price of the goods shall be paid in full at the time of delivery. The Customer shall be in default without any further notice from KOINOR if payment is not made within 30 days of the due date specified above. In such case, interest on the arrears shall accrue at a rate of 9 percentage points per annum above the relevant base rate. KOINOR reserves the right to claim higher damages resulting from the delay in payment.

4. Offsetting of Claims and Right to Withhold Payment

The Customer shall only be entitled to offset claims if the counterclaims he wishes to offset have been legally established or are undisputed by KOINOR at the time of the offset. The Customer shall only be entitled to exercise a right to withhold payment if his counterclaim arises from the same contractual relationship. The Customer shall not be entitled to withhold payment on account of defects unless the delivery is manifestly defective or the Customer is manifestly entitled to refuse acceptance of the delivery. In such case, the Customer shall only be entitled to withhold payment to the extent that the amount withheld is reasonable in relation to the defects and the probable costs of subsequent performance (in particular, the rectification of the defect). The Customer shall not be entitled to assert claims or rights on account of defects if he has failed to make payments that are due, provided that the amount due is reasonable in relation to the value of the defective goods delivered.

5. Delivery Date, Force Majeure

The commencement of the delivery period indicated by KOINOR is conditional upon the punctual and proper fulfillment of all obligations of the Customer arising from the contractual relationship. KOINOR reserves the right to invoke the defence that the contract has not been duly performed. As a general rule, the delivery periods and dates for deliveries and services provided by KOINOR are only approximate. This shall not apply if KOINOR and the Customer have expressly agreed on a fixed period or a fixed date. If delivery has been agreed, the delivery period and dates refer to the time at which the goods are handed over to the transport company, freight forwarder, or another third party entrusted with the delivery.

If the Customer is in default of acceptance or culpably breaches other obligations to cooperate, KOINOR shall be entitled to claim reimbursement for any resulting damages, including any additional expenses. The right to pursue further claims is reserved.

If the aforementioned conditions are met, the risk of accidental loss or deterioration of the purchased goods shall pass to the Customer at the time he is in default of acceptance or culpably delays fulfillment of his obligations. Regardless of its rights in the event of default, KOINOR shall be entitled to extend the delivery date and/or the date of provision of services by the period during which the Customer has failed to fulfill his contractual obligations to KOINOR.

KOINOR's obligations to deliver goods and provide services shall be suspended in the event of force majeure. In the event of a significant change in the circumstances prevailing at the time the contract was concluded, KOINOR shall be entitled to withdraw from the contract. The same shall apply in the event of energy or material shortages, labor disputes, official orders, or unforeseeable traffic or operational disruptions. The provisions of this paragraph shall apply correspondingly if our suppliers or vicarious agents are unable to provide us with materials in a timely and proper manner for the reasons stated above.

KOINOR shall be deemed to be affected by force majeure if it is unable to obtain raw materials, manufacture goods, and/or deliver products as a result of a pandemic (e.g., COVID-19). Even if such a pandemic is already ongoing at the time the contract is concluded, KOINOR shall be deemed affected by force majeure if the occurrence of specific circumstances during the contractual term changes the situation for KOINOR compared to the circumstances prevailing at the time of contract conclusion. KOINOR shall inform the Customer of such circumstances as soon as they become known.

6. Transfer of Risk and Dispatch

If the goods are dispatched to the Customer, the risk of accidental loss or deterioration shall pass to the Customer at the latest upon handover of the goods to the freight forwarder, transport company, or any other third party entrusted with carrying out the delivery. This shall apply irrespective of whether the goods are delivered from the place of performance or who bears the freight costs.

Unless otherwise agreed, delivery shall be made packed ex works and, in the case of a cross-border transaction, customs duties and taxes shall remain unpaid. Freight costs shall be invoiced for smaller deliveries if the value of the goods is less than €500. KOINOR shall determine the method of delivery and packaging.

Unless acting with intent or gross negligence, KOINOR shall assume no liability for damage to or loss of the goods during transportation.

If dispatch or handover of the goods is delayed due to circumstances for which the Customer is responsible, the risk shall pass to the Customer on the day the goods are ready for dispatch and KOINOR has notified the Customer accordingly. The Customer shall bear the costs of storage incurred by KOINOR after risk has passed.

If KOINOR stores the goods, storage costs shall amount to 0.25% of the invoice value of the goods per complete week. The right to charge higher or lower costs is reserved in each case.

As a general rule, KOINOR shall not insure the delivery. At the Customer's express request, KOINOR shall investigate the possibility of insuring the delivery against insurable risks at the Customer's expense, provided that KOINOR reserves the right to refuse to insure the relevant delivery.

7. Reservation of Title

KOINOR reserves title to the goods delivered until all its claims, including balances on current account receivables, have been fully satisfied. This also applies to all future deliveries, even if KOINOR does not consistently assert this right. KOINOR shall be entitled to reclaim the goods if the Customer acts in breach of the contract.

In the event of any infringement of the Customer's obligations, in particular default of payment, KOINOR shall be entitled—without the need to set a deadline—to demand restitution of the goods and/or to rescind the contract; the Customer shall be obliged to return the goods. Unless KOINOR expressly declares otherwise, a demand for the return of the goods shall not constitute rescission. Until title to the goods has passed, the Customer shall treat the delivered goods with due care. As long as title remains with KOINOR, the Customer shall immediately notify KOINOR in writing if the delivered goods are seized or subject to any other third-party intervention. If the third party is unable to reimburse KOINOR for judicial or extrajudicial costs incurred in accordance with Section 771 of the German Code of Civil Procedure (ZPO), the Customer shall be liable to KOINOR for such losses.

The Customer shall be entitled to resell the goods subject to reservation of title in the ordinary course of business. The Customer hereby assigns to KOINOR any claims arising from the resale of goods subject to reservation of title; such claims shall correspond to the final invoice amount agreed with KOINOR, including VAT. This assignment shall apply irrespective of whether the goods delivered are resold unprocessed or after processing. The Customer shall remain entitled to collect the receivables after assignment. KOINOR's right to collect the receivables itself shall not be impaired thereby. KOINOR shall, however, refrain from collecting the receivables as long as the Customer duly fulfills his payment obligations from the proceeds collected, does not fall into default, does not file for insolvency, and his assets are not subject to compulsory enforcement or seizure.

Processing or transformation of the goods purchased by the Customer shall always be carried out in the name of and on behalf of KOINOR. In this case, the Customer's reversionary interest in the purchased goods shall continue in the unprocessed product. If the purchased goods are processed together with other goods not belonging to KOINOR, KOINOR shall acquire co-ownership of the new product in proportion to the objective value of the goods purchased relative to the other goods processed at the time of processing. The same shall apply in the case of mixing. If mixing occurs in such a manner that the Customer's goods are regarded as the principal goods, it shall be deemed agreed that the Customer transfers a proportionate share of co-ownership to KOINOR and holds the goods solely or in co-ownership on behalf of KOINOR.

To secure its claims against the Customer, the Customer shall also assign to KOINOR any claims arising against a third party as a result of the connection of the reserved goods with real estate; KOINOR accepts this assignment with immediate effect. Upon the Customer's request, KOINOR undertakes to release securities to which it is entitled if their value exceeds the claims to be secured by more than 20%.

8. Warranty, Notice of Defects, Recourse Claims, and Limitation Periods

The Purchaser's warranty rights are conditional upon the Purchaser having duly fulfilled its obligations to inspect the goods and to give notice of defects pursuant to section 377 of the German Commercial Code (HGB). Notices of defects must, to be effective, always be submitted to KOINOR in writing prior to the transfer of possession or delivery to the end customer. Any notice of defects must be submitted to KOINOR without undue delay and in writing.

Warranty claims of the Purchaser shall become time-barred twelve (12) months from the passing of risk in relation to the goods delivered to the Purchaser, provided that the Purchaser uses the goods itself or the final acquirer in the supply chain is not a consumer within the meaning of section 13 of the German Civil Code (BGB). In the case of claims by the Purchaser pursuant to section 445a BGB, the limitation period shall, in deviation from the foregoing provision, be governed by section 445b BGB.

If the goods are resold within a supply chain and the last transaction relating to the goods constitutes a consumer sales contract, the Purchaser's claims against KOINOR shall be governed by section 478 BGB. section 478 BGB shall not apply between the Purchaser and KOINOR if KOINOR has agreed with the Purchaser on equivalent compensation for the elimination of the Purchaser's recourse claim.

If, despite all due care, the delivered goods exhibit a defect that already existed at the time of the passing of risk, KOINOR shall, subject to timely notice of defects, at its discretion, remedy the defect or deliver replacement goods. KOINOR must

always be afforded the opportunity to effect subsequent performance within a reasonable period. Recourse claims shall remain unaffected. In the scenarios covered by section 445a (2) BGB, no deadline set by the Purchaser is required.

If subsequent performance fails, the Purchaser may—without prejudice to any claims for damages—rescind the contract or reduce the purchase price. If the Purchaser wishes to claim damages in lieu of performance or to undertake self-remedy, the prerequisite of failed subsequent performance shall only be deemed fulfilled after the second unsuccessful attempt.

No warranty claims shall exist in the event of minor deviations from the agreed quality, minor impairments to usability, natural wear and tear, or damage arising after the passing of risk due to improper or negligent handling, excessive stress, unsuitable operating materials, or special external influences not assumed under the contract. If improper repair work or modifications are carried out by the Purchaser or third parties, no warranty claims shall exist for such work or its consequences.

KOINOR shall be liable in cases of intent or gross negligence pursuant to statutory provisions. Otherwise, KOINOR shall be liable only under the German Product Liability Act, for injury to life, body, or health, or for culpable breach of material contractual obligations. Claims arising from the breach of material contractual obligations are, however, limited to typical and foreseeable damage. This limitation also applies to all cases of gross negligence. Any liability for damage to the Purchaser's legal assets is excluded. This exclusion shall not apply in cases of intent, gross negligence, or injury to life, body, or health. The exclusion of liability also extends to claims for damages in addition to performance and in lieu of performance, regardless of the legal grounds, particularly arising from defects, breach of contractual duties, or tort.

Furthermore, KOINOR's liability for delay in performance shall be limited to five percent (5%) of the value of the delivery/performance with respect to damages in addition to performance, and to ten percent (10%) of the value of the delivery/performance with respect to damages in lieu of performance. Any further claims of the Purchaser are excluded. KOINOR's liability for impossibility of performance—for damages as well as for reimbursement of futile expenses—shall be limited to ten percent (10%) of the value of the delivery/performance in total. Any further claims of the Purchaser due to impossibility are excluded. The above limitations shall not apply in cases of intent, gross negligence, or injury to life, body, or health. The Purchaser's right to rescind the contract due to impossibility remains unaffected.

Claims of the Purchaser for expenses required for subsequent performance—in particular, transport, travel, labor, and material costs—are excluded insofar as such expenses increase because the goods delivered by KOINOR were subsequently transported to a location other than the Purchaser's place of business, unless such transport is consistent with their intended use. section 445a BGB remains unaffected.

Recourse claims of the Purchaser against KOINOR shall exist only to the extent that the Purchaser has not entered into agreements with its own customer that exceed the mandatory statutory warranty rights. The preceding paragraph shall apply accordingly to the scope of the Purchaser's recourse claim against the supplier.

Claims and rights concerning defects in the delivery of used goods—irrespective of the legal basis—are excluded. This exclusion also covers all claims against KOINOR that are connected to a defect, regardless of the legal grounds of such claims.

The foregoing limitation and exclusion provisions shall not apply in cases of intentional misconduct by KOINOR, fraudulent concealment of defects, claims for damages based on injury to life, body, health, or personal freedom, claims under the German Product Liability Act, or in cases of grossly negligent breaches of duty.

9. Miscellaneous

This contract and all legal relationships between the parties shall be governed by the law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Unless explicitly stated otherwise in the order confirmation, the place of performance shall be Michelau, and the exclusive place of jurisdiction for all disputes arising from this contract shall be KOINOR's registered office (Lichtenfels District Court; Coburg Regional Court). Mandatory statutory provisions regarding exclusive jurisdiction shall remain unaffected. In the event of legal proceedings before a non-German court, the Customer shall bear the costs of litigation and shall reimburse KOINOR for its legal fees.

The Customer acknowledges that its data will be stored electronically. All agreements concluded between the parties for the purpose of implementing this contract are recorded in writing in this contract. Should individual provisions of this contract or these Standard Terms and Conditions be invalid or contain a gap, this shall not affect the validity of the remaining provisions. The parties undertake to agree upon a legally permissible provision to replace the invalid provision or to remedy the omission, which most closely corresponds to the commercial intent of the invalid provision or omission. These Standard Terms and Conditions shall come into force on 1 June 2026 and shall replace any previous standard terms and conditions from that date.

KOINOR Polstermöbel GmbH & Co. KG

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The Company's registered office is Michelau i. Of.
Registered with the District Court of Coburg, HRA 3277
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Directors: Rainer Thiele, Stefan Schulz
District Court of Coburg, HRB 1904
Place of jurisdiction Coburg