

General Terms and Conditions

1. Scope of Application; Definitions

- 1.1 The following General Terms and Conditions apply for all business transactions carried out by the company Richter akustik & design GmbH & Co. KG (hereinafter Richter) and its customers (hereinafter customer).
- 1.2 For single of the following statutory provisions, a distinction will be made if the customer is a consumer in the sense of German § 13 BGB or an entrepreneur in the sense of German § 14 BGB. Upon provisions, which are different between consumer and entrepreneur, the differentiation between consumer (German § 13 BGB) and entrepreneur (German § 14 BGB) will be made in the text. In case the text relates to "customer," the provision applies both for consumer and entrepreneur.
- 1.3 Richter's General Terms and Conditions apply exclusively. Deviating conditions of the entrepreneur only apply, if their validity has prior been explicitly agreed upon in writing. This also applies upon Richter unreservedly carrying out its services with knowledge of conflicting or deviating conditions with regard to these General Terms and Conditions.

2. Conclusion of Contract; Withdrawal

- 2.1 The quotations by Richter are non-binding.
Subject of the purchase contracts between Richter and a customer is the sale of acoustic elements of all kinds as well as natural surfaces made of wood, stone, concrete or other mineral materials plus fire protection products.
- 2.2 A contract with Richter is concluded according to the following provisions:
The customer chooses a certain subject of the contract and transmits their purchase intention (order) by e-mail, in writing or by telephone. In doing so, the customer states his personal data, the ordered subject of contract as well as his invoice and delivery address. After receipt of these data, a sales contract is concluded, if the customer receives an order confirmation from Richter within 4 days (acceptance).

3. Delivery and Schedules

- 3.1 The subject of contract will generally be delivered from the plant Melle-St. Annen. Deviating delivery conditions are subject to special agreement.
- 3.2 Upon delivery, the customer has to make sure that the subject of contract can be handed over to himself or to an authorized person.
- 3.3 Deliveries outside Germany will only be carried out after prior and individually set conditions.

4. Quality

- 4.1 The products of Richter are natural products to a large extent. For this reason, deviations in color and growth-related irregularities in the surface may appear. Therefore, Richter reserves changes of this kind, as far as they lie in the nature of the used materials and are negligible. Deviations in color as well as irregularities are negligible, if they do not affect the usability and the intrinsic value of the object of purchase.

5. Warranty for Consumers and Entrepreneurs

- 5.1 Richter bears liability for material defects with respect to consumers for a period of 2 years and with respect to entrepreneurs for a period of 1 year after delivery.
- 5.2 With respect to entrepreneurs, warranty is carried out upon defects in the course of subsequent improvement by Richter's choice through replacement delivery or free remedy of the defect.
- 5.3 Is the customer a consumer, he has the choice, whether the rectification should be a subsequent improvement or a replacement delivery. In case the defect cannot be rectified, or should a subsequent improvement trial fail twice, the customer has the right to reduce the purchase price or to withdraw from the contract. The right to withdraw is not applicable upon only minor defects.
- 5.4 In case of an unentitled notice of defects as Richter is not responsible for it, there is no bearing of costs by Richter.
- 5.5 Upon fraudulent concealment of deficiencies or taking over of a warranty for the quality, further claims remain unaffected.

6. Retention of Title

- 6.1 The subjects of contract delivered by Richter remain Richter's property until settlement of all receivables deriving from the contract of sale between customer and Richter.
- 6.2 Richter is entitled to withdraw from the contract and to demand the subject of contract in case of payment delay.

7. Duty to give Notice of Defects

Is the customer a registered trader, he has to give notice of possible defects of the subject of contract immediately in writing German § 377 HGB.

8. Payment of the Purchase Price

- 8.1 The customer has to pay the price given in the purchase contract. Any secondary service has to be invoiced additionally.
- 8.2 Payment can only be done by remittance, advance payment or PayPal, as long as the specified type of payment is applicable for the order. You will receive specified information on the single types of payment during the order process.
- 8.3 During a delay, a monetary claim carries 5 per cent interest over the base rate with respect to consumers and 9 per cent over the base rate with respect to entrepreneurs. The right to assertion regarding further damages remain reserved.
- 8.4 The customer only has a right to appeal against Richter, if his counter-claims have been finally determined by a court or a judge. A right of retention can only apply, if the counter-claim is based on the same contractual relationship.

9. Liability

- 9.1 Richter has unlimited liability for damages occurring from an intentional or a grossly negligent violation of duty by Richter or a legal representative.
- 9.2 Furthermore, Richter has liability for slightly negligent violations of essential duties, the violation of which threatens reaching the contract purpose, or the fulfilment of which only makes the proper execution of the contract possible, and on the fulfillment

of which the customer regularly relies on. In this case, however, Richter has liability only for the contract-typical, foreseeable damage.

- 9.3 The above limitations on liability do not apply for fraudulently hidden defects, for defects, which a warranty for quality has been taken over for, and upon damages to life, body and health. The liability under the German Product Liability Act remains unaffected.

10. Damage Compensation

In case Richter is entitled to damage compensation for non-fulfillment with respect to the customer, the amount of the damage compensation to be paid is a fixed rate of 20 per cent of the net purchase price agreed upon. Richter can also demand a higher damage compensation upon due evidence. However, the customer is allowed to prove that a damage has not occurred at all or that it is significantly lower than the fixed rate.

11. Right of Withdrawal

Consumers are entitled a right of withdrawal outlined below, with consumer being any natural person concluding a legal transaction for purposes which can neither be related to his business nor to his independent professional activity:

Instructions on the Right of Withdrawal

The consumer has the right to withdraw from this contract within 14 days and without giving reasons.

The withdrawal period is 14 days from the day, on which the consumer or a third person appointed by him, who is not the carrier, has taken the goods in possession.

In order to apply the right of withdrawal, the consumer is obliged to inform Richter by a clear statement (for instance a letter sent by post, by telefax or by e-mail) about their decision to withdraw from this contract.

To comply with the time limit for the withdrawal, it is sufficient that the consumer sends his message regarding the execution of the right of withdrawal before the withdrawal period ends.

Consequences of Withdrawal

In case the consumer withdraws from his contract, Richter has to reimburse all payments, which Richter has received from him, including delivery costs (with exception of additional costs occurring from the consumer choosing a different type of delivery than the cheap standard delivery offered by Richter). Richter has to reimburse these costs within 14 days from the day, on which the message about the withdrawal from this contract has reached Richter. For reimbursement, Richter chooses the same type of payment, which the consumer used upon the original transaction, unless something different has explicitly agreed upon with the consumer; in no case, amounts will be invoiced for this reimbursement. Richter may withhold the reimbursement until they have received the goods back or the consumer has supplied evidence of having sent back the goods, whichever is the earliest.

The consumer has to send back the goods to Richter or to hand them over to Richter immediately and in any case within 14 days at the latest, from the day he informs Richter about the withdrawal from this contract. The time limit is complied, if the consumer sends back the goods before the expiry of the period of 14 days.

Richter bears the costs for return shipments of those goods, which can be sent back to Richter by normal post due to their condition. The consumer bears the direct costs of the return shipment for those goods, which cannot be sent back to Richter by normal post (cargo for forwarders). These are estimated to be around 100.00 Euros for those goods.

The consumer has to bear possible losses of value of the goods only in case this loss of value is to be related to a handling not necessary for checking the quality, the properties and the functionality of the goods.

Exceptions to the Right of Withdrawal

The right of withdrawal does not apply with contracts for deliveries of goods that are not pre-processed and for the manufacturing of which an individual choice or determination by the consumer is decisive, or for goods that are explicitly manufactured to the personal demands of the consumer.

12. Delivery, Transfer of Risk and Delay

With Richter's provision of the goods at the delivery place agreed upon, the risk is passed on to the purchaser. Partial deliveries are feasible to a reasonable extent.

13. Constructions Works

Upon all construction works including mounting, the German Contracting Rules for Award of Public Works applies (VOB, parts B and C) in the version valid at the time of conclusion of the contract.

14. Final Provisions

- 14.1 All business transactions carried out between the customer and Richter are governed by the German Law. UN sales law does not apply. With respect to consumers, this choice of law applies in so far as the consumer is not deprived the protection afforded to the consumer by mandatory rules under the law of the country where the consumer has his habitual residence.
- 14.2. Should the contractual partner be an entrepreneur, or is he legally equivalent, Melle is place of performance and legal venue for all disputes out of the business relationship.

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