

I. Scope

1. We supply only under the following General Conditions of Sales and Supply. These apply to all offers, supplies, and services unless expressly agreed otherwise in writing. The following conditions only apply to traders in the sense of § 14 BGB, a corporate body under public law or a special asset under public law (called "purchaser" below).
2. The applicability of divergent or additional conditions of business from the purchaser is expressly rejected unless we agree expressly to their applicability in an individual case. Divergent conditions of purchase do not become part of contract content through acceptance of the order.
3. The General Conditions of Sales and Supply are applicable to all deliveries of KNOLL Maschinenbau GmbH, regardless of the legal nature of the contract underlying the delivery. They therefore apply to purchase contracts, contracts for services, for contracts whose object is the delivery of mobile goods to be manufactured or generated, as well as for combined contracts.

II. Conclusion of contract

1. Our offers are always non-binding. We expressly reserve the right to sell products that we have previously specified as in stock.
2. If we include documentation such as diagrams, drawings, weight, and dimensional data with an offer, these are only indicative unless we expressly advise in writing that they are binding. We reserve the right to make changes to the extent that said changes are not of a fundamental nature and do not limit the contractual purpose of the goods supplied to an extent that is unreasonable for the purchaser. Reasonable changes are especially those that a) relate to a change in the level of scientific and technical knowledge, b) that are based on new information about the properties of materials, and c) alter neither the subject matter of the contract nor the mechanical design. We retain the ownership of and copyright in cost proposals, drawings and other documents of a material or nonmaterial nature, even in electronic form. These documents are not to be made available to third parties.
3. Orders are regarded as accepted only after written or faxed confirmation from us. Receipt of delivery documents by the purchaser or fulfillment of the supply is also regarded as confirmation. Unless otherwise agreed, the data in our offers sets the standard for the application concerned.
4. Verbal agreements, contractual changes or supplementary provisions require written confirmation to be legally valid.

III. Prices

1. The prices are net "Ex Works" (EXW, Incoterms 2010), not including applicable sales taxes, even if these are not set out expressly.
2. Not included in the prices are additional costs such as packaging, transport, insurance fees, customs charges, postage, and any bank and money transfer charges.
3. Unless otherwise agreed, we retain the right to vary the contractually agreed price appropriately in the event of wage and salary increases, increases in the costs of raw materials or fuel, energy costs, freight costs or customs duties.

IV. Conditions of payment

1. Unless otherwise agreed in writing, our invoices are due for immediate payment without deduction. If the purchaser falls into arrears in paying a due amount from the business relationship as a whole, any agreed payment targets lapse and all outstanding liabilities from the business relationship with the purchaser become payable immediately and without any discount.
2. The purchaser falls into arrears at the latest after 30 days have elapsed from the receipt of invoice unless there are reasons that cause an earlier occurrence of default (e.g. a payment reminder or a shorter agreed-upon payment period or a payment period determined by the calendar). We will apply an annual interest charge from the overdue date of 8 percentage points above the basic interest rate. We also retain the right to claim further compensation for the delay in payment and to exercise other legal rights.
3. We retain the right to accept bills of exchange and checks. Acceptance is only for purposes of payment in either case. Bills of exchange must be issued immediately upon receipt of invoice. The purchaser will bear the costs of discounting and collection. We assume no responsibility for prompt presentation and protestation. A cash discount is not granted for bill of exchange payments.
4. Payments are regarded as complete as soon as we have access to the funds.
5. If payments are in delay, we are entitled to make further deliveries dependent on payment in full of the amount(s) owing. We are also entitled to decline to supply if, after conclusion of the contract, circumstances are brought to our attention that lead us to fear that payment by the purchaser may not be made fully and promptly, unless the purchaser effects payment or provides satisfactory security. This applies especially if, after conclusion of the contract, our credit guarantor declines to guarantee the sales price for payment of the goods on the basis of the purchaser's credit rating.

V. Delivery date

1. The delivery date will be agreed between the contracting parties. Its observance by the supplier will depend on all commercial and technical questions having been resolved and the purchaser having fulfilled all obligations such as provision of the required official certificates and permissions or payment of a deposit. If these conditions are not met, the delivery time will be delayed accordingly. This does not apply if we are responsible for the delay.
2. Observance of the delivery date is provisional upon our own supplies being received correctly and on time. We will advise of any delays as soon as possible.
3. The delivery date will have been observed if the goods have left our plant on time or we have advised that they are ready for despatch.
4. If force majeure, strikes or other circumstances beyond our control prevent the delivery date being observed, said date will be extended accordingly. In this case, we will notify the purchaser of the start and end of the circumstances as soon as possible. If such circumstances cause the delivery date to be extended for an indefinite period, the purchaser is entitled to withdraw from the contract or from the unfulfilled portion of the contract in the case of a partial delivery upon expiration of a reasonable extension of time set by him. If we have already supplied some part of the contracted services, the purchaser may withdraw from the entire contract only if he can prove he has no interest in the partial services provided. Other legal or contractually agreed rights of withdrawal remain unaffected.
5. We have the right to withdraw from the contract insofar as unforeseen circumstances in the sense of Item (4) change significantly the commercial definition or the content of our service, or have a significant effect on our operations. In that case, the purchaser is entitled only to claim a refund; other claims, especially for compensation, are excluded.
6. The purchaser may, without setting a date, withdraw from the contract if we are unable to provide the complete service before the transfer of risk. The purchaser may also withdraw from the contract if provision of part of the consignment is impossible and he has a justified interest in declining the partial consignment. If this is not the case, the purchaser is obliged to pay the contractual price for the partial consignment. The same applies in the case of inability on the part of the supplier. Section VIII. also applies. If the impossibility or the inability occurs during a delayed period of acceptance, or if the purchaser is entirely or largely responsible for these circumstances, he is still obliged to pay.
7. We are entitled to provide partial consignments and to invoice these separately.
8. If we are delayed and the purchaser suffers a consequential loss, he is entitled to request lump-sum delay compensation. This sum will amount to 0.5 % for each full week of the delay, but a maximum of 5 % of the value of each component of the total consignment that cannot be used on time or in accordance with the contract as a result of the delay. The contractual parties are entitled to provide proof of lower and/or higher losses through delay. If the purchaser - taking the legal exceptions into account - sets us a reasonable date for delivery after the due date and this is not met, the purchaser is entitled to withdraw from the contract in accordance with the legal regulations. If the delay is limited to a partial delivery, the purchaser can withdraw from the entire contract under the existing provisions only if he has no interest in the partial fulfillment. At our request, the purchaser will advise us immediately if he wishes to withdraw from the contract or abide by it, despite delays in delivery. Further claims resulting from delays in delivery will be decided only according to Section VIII. of these conditions.

VI. Transfer of risk, acceptance

1. Unless otherwise agreed in writing, delivery "Ex Works" (EXW, Incoterms 2010) shall be agreed in each case.
2. The risk transfers to the purchaser at the latest when the consignment is dispatched; this also applies where partial deliveries take place if we bear the carriage costs or are responsible for delivering the goods. Insofar as legally mandated, acceptance must take place, that is, not just in case of an agreed-upon acceptance; this is authoritative for the transfer of risk. It must be performed immediately on the acceptance date, alternatively after our report about the readiness for acceptance. The purchaser cannot decline acceptance by citing insignificant omissions.
3. If dispatch and/or acceptance is delayed or does not occur as a result of circumstances for which we are not responsible, the risk transfers to the purchaser from the day of notification of readiness to dispatch and/or to accept the goods. If asked to do so, we will undertake to arrange insurance at the purchaser's expense.
4. Delivered goods, even if incomplete, must be accepted by the purchaser regardless of any rights under Section VII.

VII. Defect claims

At the time of risk transfer, we are responsible for quality and title defects of the delivered goods in accordance with the following provisions. Insofar as not otherwise regulated, the legal provisions apply.

Quality defects

1. Particular properties apply essentially only as assured by us if we have confirmed this explicitly. A guarantee only counts as taken over by us if we have designated a property as "guaranteed" in writing.
2. Our warranty for quality defects is limited by the nature of the matter to supplementary performance. In the course of our supplementary performance duty, we are entitled at our option to rectification of defects or substitute supply. If we do not fulfill this obligation within an appropriate period or if a rectification of defects fails despite repeated attempts, the purchaser is entitled to reduce the purchase price or withdraw from the contract. Claims, in particular reimbursement of expenses or claims for damages, exist only in the context of the regulations of the following Section VIII. Replaced parts become our property and remain our property and on request must be returned to us at our costs.
3. The purchaser will grant us the necessary time and opportunity to undertake any rectification work or supplies of replacement parts that we consider necessary. The purchaser is entitled to rectify the defect himself or have it rectified by third parties and claim the costs involved from us only in urgent cases where we have been informed immediately and operating safety is threatened and/or serious additional damage must be prevented.
4. We bear all costs required for the purpose of rectification of defects, especially transport, infrastructure, labor and material costs; transport costs, however, only from the location to which the goods purchased were delivered by agreement and maximally up to the amount of the value of the delivered goods in a flawless condition.
5. Under the legal regulations, the purchaser has the right to withdraw from the contract if we – taking legal exceptions into account – fail to observe a reasonable set date for the rectification or replacement of a quality defect. In addition, if we have made partial deliveries of defect-free components, withdrawal from the entire contract is possible only if the purchaser can demonstrate he has no further interest in the partial deliveries supplied. If a defect remains unrectified, the purchaser only has a right to reduce the contract price. Any further claims will be determined in accordance with Section VIII. of these conditions.
6. The purchaser must take notice of the installation, operation, and maintenance instructions to the full extent to guarantee operational safety before initial installation and start-up and during operation.
7. We assume no responsibility for defects arising for the following reasons: Unsuitable or improper use, alterations or maintenance work carried out without our prior agreement, incorrect installation or operation by the purchaser or third parties, normal wear, incorrect or careless operation - especially overloading - unsuitable fuels and lubricants, replacement materials, chemical, electrochemical, electronic and electrical effects – insofar as we are not responsible for these.
8. Furthermore, no warranty claims shall exist if (i) the purchaser changes the delivery item or has it changed by third parties, and/or (ii) the purchaser does not replace parts of the delivery item or does not have them replaced by original spare parts from us but by spare parts from a third party, without this being necessary due to default on our part with regard to a duty incumbent on us and the fruitless expiry of a grace period set by the purchaser or for other substantial reasons in order to enable use of the delivery item in accordance with the contract. This shall not apply if the purchaser proves that the defects in question were not caused by the changes made to the delivery item by him or the third party or the spare parts from the third party.
9. Any other claims by the purchaser, especially for personal injury or damage to items that were not the contract goods, or for loss of income, consequential costs, etc., are excluded unless otherwise covered by Section VIII.
10. Our guarantee does not extend to the fitness of the delivered goods for the purchaser's intended purpose where this varies from the standard application unless this has been agreed in writing.
11. If the item has been used for a building in accordance with its normal use and has caused its defectiveness, claims for defects become statute-barred 5 years after the transfer of risk. In all other cases, the limitation period for the purchaser's claims for defects shall be - subject to the following provisions of this paragraph (11) - one year, calculated from the legal start of the limitation period. Should we have concealed a defect fraudulently, the legal limitation periods shall apply for any claims for damages. The legal limitation periods shall also apply for the expiration of any claims for damages by the

customer due to defects if we are charged with intent or gross negligence, or if the claim for damages is based on injury to life, body or health.

Defective title

1. If the use of the goods supplied results in infringement of commercial patent rights or copyrights within Germany, we will obtain permission for continued use by the purchaser at our own expense or will change the goods in a way that is reasonable for the purchaser and that overcomes the infringement of patent rights. If this is not possible economically or within a specific timeframe, the purchaser is entitled to withdraw from the contract. We also retain the right to withdraw from the contract on this basis. Moreover, we indemnify the purchaser from any undisputed or legally valid claims from the patent holder involved. These obligations are definitive in the event of infringement of patent rights or copyright, subject to Section VIII. of these conditions. They exist only if
 - a) the purchaser notifies us promptly of any alleged patent right or copyright infringements;
 - b) the purchaser supports us to a reasonable extent in our efforts to defend the alleged claims and/or facilitates our carrying out modifications;
 - c) we reserve the right to undertake all defensive measures, including extra-judicial procedures;
 - d) the defective title does not result from an instruction by the purchaser and
 - e) the defective title is not caused by the purchaser changing the supplied goods on his own initiative or using them in a way that is contrary to the contract.

VIII. Liability

1. We are liable for damages, regardless of the legal reasons, only
 - a) to the extent that we, our legal representatives or our agents can be charged with intent or gross negligence;
 - b) in the case of culpable injury to life, limb, health;
 - c) in the case of culpable violation of essential contractual duties;
 - d) in case of defects that we fraudulently conceal or whose absence we have guaranteed;
 - e) to the extent that we are responsible under product liability legislation for personal injury or damage to privately used items. We are not liable for any additional damage claims.
2. An essential contractual duty is a duty whose fulfillment allows the proper execution of the contract and on whose observance the contractual partner regularly trusts and may trust.
3. However, in the case of a slightly negligent breach of essential contractual duties (excluding intent and gross negligence), we are only partially liable for the reasonably foreseeable damages typical for the contract.
4. The reasonably foreseeable damage typical for the contract is determined in the amount of the contract value of the affected service.

IX. Assignment of rights

The purchaser may assign his rights arising from this contract to third parties in part or in full only with our written agreement.

X. Settlement of accounts, lien on goods

The settlement of accounts with counterclaims is only permitted if the counterclaim is established as beyond dispute or legally binding. The purchaser can only claim refusal of service and right of lien if the refusal of service and right of lien is based on underlying counterclaims of the purchaser or is beyond dispute or legally binding.

XI. Retention of title

1. We retain title in all goods supplied by us until full payment is made of all claims under the business relationship with the purchaser, including all subordinate claims and until presented checks and bills of exchange have been honored. Retention of title also extends to processed products. In the case of the processing, connection or combination of our goods with other materials, we acquire joint ownership in the resultant goods to the extent of the value of our goods in relation to the other material. Transfer of ownership is replaced by the purchaser safeguarding the goods for us free of charge and with the care to be expected of a professional merchant.
2. If necessary, the purchaser assigns to us all claims arising from the sale of goods to which we have ownership rights to the extent of our co-ownership in the sold goods, including all subordinate rights.
3. Insofar as the purchaser is in a position to fulfil his obligations towards us and guarantees the requested reservation of title, he is entitled to dispose of the reserved goods that we own in the course of normal business.
4. The purchaser is authorized to collect any transferred debts only in the course of normal business and only on a revocable basis. Authorization can be revoked if the purchaser fails to fulfill his obligations properly under this contract, especially the obligation to pay, becomes unable to pay or insolvent, or if insolvency proceedings are initiated against his property. In such cases, we are entitled to withdraw from the contract after a set time and to take possession of the reserved goods. The purchaser is responsible for handing them over. Any loss in value of the repossessed reserved

goods will be added to the purchaser's liabilities - minus valuation costs. In the event of revocation, the purchaser is responsible for notifying us immediately of the name and/or company of the debtors associated with the assigned claims.

5. In the cases cited in paragraph 4, the purchaser will indicate the revocation to the debtor if requested to do so by us. For our part, we are entitled to disclose the extended reservation of ownership to the purchaser's debtor.
6. The purchaser will inform us promptly and in writing of any imminent or enforced access by third parties to the reserved goods or to the transferred debts and to surrender the documentation needed for intervention. Intervention costs and any associated court costs involved in inter-company dealings between ourselves and the purchaser will be charged to the latter.
7. We are entitled to pass on to the purchaser the cost of insuring goods supplied under provisional ownership against theft, fire, flood and other damage insofar as the purchaser has not taken out appropriate insurance himself.
8. We undertake at the request of the purchaser and without prejudice to choice, to release securities to which we are entitled if the value of the security exceeds the debts being secured by more than 20%.

XII. Assembly and commissioning

1. Insofar as assembly and commissioning are objects of the contract, the prices specified are based on the assumption that a smooth course of installation is guaranteed. If due to circumstances listed below additional costs arise, these will be charged to the customer at the valid installation rates unless we are responsible for these circumstances:
 - a) Overtime hours;
 - b) Interruption of the assembly so that new travel is required;
 - c) Connection to equipment that is not included in our scope of delivery;
 - d) Set-up of foundations and work on the foundation;
 - e) Air and electrical supply for the equipment;
 - f) Wait times;
 - g) Required work that must be performed on the building and by the customer and was not done on time or correctly;
 - h) Not prepared or not cleared workspace;
 - i) If components, machines or equipment for the system cannot be unloaded in timely fashion and according to agreement in the installation location;
 - j) If after assembly and installation of the system in the purchaser's plant there is an insufficient quantity of components available for the commissioning and acceptance of the system (sufficient quantities refers to the ability to execute permanent operation under production conditions);
 - k) If incorrect or incorrectly dimensioned components or components deviating from the drawings are made available to us for testing.
2. The purchaser shall provide additional labour (helpers) free of charge if this is necessary for installation and commissioning.

XIII. Installation conditions

If the object of the contract is installation services, then the following conditions apply:

1. The customer ensures that in case of a deployment, the installation location will be made available cleaned to our personnel.
2. Maintenance personnel and the purchaser's machine operators must be available to assist our personnel.
3. The purchaser makes available free of charge additional personnel (helpers), tools, devices, lubricants, energy supply, water and such, insofar as these are necessary for the deployment.
4. The purchaser makes available to our personnel a room that can be locked for the keeping of their equipment. Insurance against fire and water damage is the purchaser's concern.
5. The purchaser guarantees that the deployment on-site will not be performed under dangerous conditions or conditions dangerous to health, and he will take all necessary measures in order to protect our personnel against any safety or health risks.
6. Furthermore, the purchaser guarantees that our personnel will be informed correctly about safety regulations in the location where the deployment will be carried out.
7. The specified delivery time applies only approximately.
8. During remote maintenance, the purchaser assumes the entire responsibility for the operation of the machine. The purchaser must check that the operation we require does not cause a conflict with the situation in the machine. This also applies during the guarantee period of the system. An exception is made if the operation in the work location is undertaken by our personnel.
9. The purchaser must make us aware of the legal, official, and other provisions relating to the execution of the work and the operation, as well as occupational safety and accident prevention.
10. The purchaser must assist our personnel with the performance of the work at his own cost.

11. The purchaser must take necessary special measures to protect people and property in the work area. He must also instruct our deployment manager about existing special safety regulations, insofar as these are important for our personnel.
12. The purchaser is obligated at his own costs to provide technical assistance, especially for:
 - a) Provision of the necessary suitable assistance (masons, carpenters, mechanics, and other specialists, handymen) in the number required for the deployment and for the required time; the assistants must follow the instructions of our deployment manager. We assume no liability for the purchaser's assistants.
 - b) Undertaking of all earthwork, construction work, foundation work, and scaffolding work including procurement of the necessary construction materials.
 - c) Provision of the required equipment and heavy tools (e.g. lifting equipment, compressors) as well as the required objects and materials (e.g. set-up boards, wedges, bases, cement, plaster and sealing material, lubricants, fuels, drive ropes and belts).
 - d) Provision of heating, lighting, operating personnel, water, including the necessary connections.
 - e) Provision of necessary, dry and lockable rooms for the keeping of our employees' tools.
 - f) Transport of the service parts to the deployment location, protection of the service location and materials against damaging influence of any kind, cleaning of the installation location.
 - g) Provision of suitable, theft-proof rooms and work rooms (with heating, lighting, washing facility, sanitary fittings) and first aid for our installation personnel.
 - h) Provision of the materials and the taking of all other actions that are required for the adjustment of the object to be installed and the performance of a contractually-provided test.
13. The purchaser's technical assistance must guarantee that the deployment is started immediately after arrival of our personnel and that it can be performed without delay up to acceptance by the customer.
14. If the purchaser does not perform his duties, we are entitled after appointment of a date, however not obligated, to perform the actions incumbent on the customer in his stead and at his cost. Furthermore, our legal rights and claims are unaffected.
15. The purchaser is not entitled without our prior written permission to consult our personnel for extra-contractual work.
16. The purchaser is responsible for a regular back-up of his data. In case of a data loss that is our fault, we are liable subject to Section VIII. above. (Liability) therefore, the amount is limited to the costs that would arise with proper back-up of the data by the customer, in particular the costs of duplicating the data from the back-up copies to be made by the customer and for the restoration of the data, which would have been lost even in case of a proper back-up of the data.
17. The purchaser guarantees the proper disposal of the material (inventory parts, lubricants, etc.) that must be eliminated after completion of the deployment.

XIV. Acceptance regulations for preliminary and final acceptance

1. Insofar as a preliminary acceptance of individual system parts in our plant is agreed upon, this will be done in consultation with the purchaser. The result of the preliminary acceptance will be recorded in a preliminary acceptance report.
2. If a preliminary acceptance cannot take place for reasons for which the purchaser is responsible, our internal acceptance report counts as the preliminary acceptance report.
3. Insofar as a final acceptance of individual system parts is agreed upon, this will be done in consultation with the purchaser in the purchaser's plant.
4. The purchaser is obligated to the acceptance of the plant services we have performed as soon as their completion has been announced to him and any contractually provided test has taken place.
5. If during his inspection the purchaser determines that there are deviations from the contract specifications or the contractually agreed-upon specifications, he will communicate this to us immediately in text form. The communication should contain a sufficiently concrete description of the deviation determined in order to allow us to identify and eliminate the deviation.
6. The purchaser cannot refuse final acceptance due to insignificant defects. We will eliminate defects of this type in the course of the guarantee.
7. We will eliminate essential defects as quickly as possible and then present to the purchaser for acceptance; the renewed acceptance inspection will be limited to the determination of the elimination of the deviation. Insignificant deviations will be noted as defects by the purchaser in writing in the acceptance declaration and eliminated by us in the course of the guarantee.
8. If at the time of final acceptance there are not sufficient parts for permanent operation, then the final acceptance will be conducted with the existing parts.
9. If the purchaser refuses the acceptance unjustly or without specifying reasons, then we can specify in writing a deadline of 14 days to explain the acceptance. Acceptance counts as granted insofar as the customer does not accept the plant within this period and specifies in writing the essential defects he has determined.

10. In any case, the work result counts as accepted if the purchaser uses it productively or could use it productively. From this time, the warranty begins and we have a claim to payment of the still-outstanding remaining amount.
11. The purchaser is not entitled to refuse final acceptance due to faults in the final acceptance for which we are not responsible.
12. For final acceptance, the purchaser will provide the required, trained and qualified operating personnel in timely fashion and free of charge.
13. With final acceptance, our liability for recognizable defects is dispensed with, insofar as the purchaser has not reserved the right to assert claims for a defect known to him.

XV. Software usage

Supplied software, including its documentation. It is provided for use on the goods for which it is intended. Use of the software on more than one system is prohibited. The purchaser may copy, modify, or translate the software or convert it from object code to source code only to the extent permitted by law (§§ 69 ff German Copyright Law). The purchaser undertakes not to remove manufacturer's details - especially copyright notices - or to change same without our express prior permission. Other rights to the software and documentation, including copies, remain with us and/or the software supplier. Transfer of sublicenses is not permitted.

XVI. Concluding provisions

1. The delivery place for all deliveries and services is Bad Saulgau in Germany.
2. If the purchaser is a merchant in the sense of the German Uniform Commercial Code, a corporate body under public law or special asset under public law, the exclusive place of jurisdiction for all legal action resulting from the business relationship with the purchaser, including bills of payment and check claims, is Bad Saulgau. The same place of jurisdiction applies if the purchaser has no general place of jurisdiction in Germany, moves his abode or normal place of residence abroad after conclusion of the contract, or if his abode or normal place of residence is unknown at the time the action is brought. We are also entitled to bring an action at the purchaser's location.
3. For all disputes arising from contracts for which these General Conditions of Sales and Supply apply and for all disputes from the business relationship between us and the customer, only the law of the Federal Republic of Germany is applicable. The application of the UN purchasing law (CISG) and international civil law is excluded.
4. Should any condition in these General Conditions of Sales and Supply prove ineffective, the effectiveness of the remaining conditions is not affected.

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