



Shopkonzept & Projektmanagement

ALW Shopkonzept | Winkelsweg 123-125 | D-40764 Langenfeld

General Conditions of sale and Delivery of ALW Shopkonzept and Projektmanagement GmbH, Germany

The following terms and conditions apply to sales and deliveries in the absence of any contrary agreement in writing. The customer's business conditions shall apply only insofar as we have to them writing.

1. Offers

Our offers are subject to change. No contract shall come into being until we have confirmed the order in writing. Pictures and descriptions in our brochures, price lists and catalogues, as well as samples we have submitted are for explanation purposes only, and are not binding in respect of the final product. We reserve the right to make changes to the design. The wood grain may also vary and there may be slight variations in design or colour tone.

Or documents, such as pictures, drawings, calculations etc. are intended only for the customer's use and must not be made to third parties without our explicit consent. We expressly reserve all copyrights to intellectual property

2. Delivery dates

Delivery dates are only approximate, unless we have described them in writing as binding. Changes requested by the customer to orders which have already been confirmed shall result in the delivery date being deferred.

We are entitled to make partial deliveries. Each partial delivery may be invoiced separately. If call-off orders have been agreed, the call-off must be made at least three weeks prior to the required delivery date.

The day on which the goods are available for delivery shall be the date of delivery

3. Force Majeure

Force majeure, operational stoppages, lock-outs, strikes and other hindrances occurring at our premises or that of our suppliers and for which we are not responsible shall release us from our delivery obligation for the duration of the disruption and its effects.

4. Transfer of risk

Benefit and risk pass to the customer upon conclusion of the contract. If the customer does not take possession of the dispatch-ready goods immediately, we will store these at the customer's expense, the warehousing charge shall be 1% of the invoice sum per month. These warehousing costs will be increased if we can prove that the actual costs are higher, or reduced if the buyer proves that the actual costs are lower.

5. Payment

Payments shall be deemed to have been made when the funds have been cleared by our bank. Cheques are accepted only on account of payment. Default interest shall be charged at 8% above the applicable Deutsche Bundesbank discount rate pursuant to Section 288 (2) BGB (German Civil Code).

Should the customer be more than one week in arrears with payments, we shall be entitled to revoke all payments dates and rescind the non-performed part of the contract or demand prepayment. The customer shall only be entitled to exercise a right of setoff if its counterclaims are uncontested or have been recognised by declaratory judgement. In particular it is not entitled to withhold due payments or to unilaterally reduce the invoice sum in the event of a complaint concerning the goods.

6. Title

ALW Shopkonzept & Projektmanagement GmbH | Tel. +49 (0) 2173/2691770 | Fax +49 (0) 2173/2691771
info@alw-shopkonzept.com | Company Base: Cardiff / United Kingdom | Company Nr. 5140091
Company Base Germany: 40764 Langenfeld | Winkelsweg 123-125 | Jurisdiction: Düsseldorf
Tax-number Germany: 25/248/25315 | international tax number: DE236333665

We shall reserve title to the purchased item until the customer has settled in full all claims arising from the underlying agreement. If goods subject to reservation of title are combined with other goods, we shall acquire co-ownership of the new goods in the same ratio represented by the invoice value of the goods subject to reservation of title to the other materials. The new item shall also become subject to reservation of title within the meaning of these conditions. The processing or transformation of the purchased item by the buyer is always carried out on our behalf. If the purchased item is processed with other objects which do not belong to us, we shall acquire co-ownership of the new item in the same ratio as the value of the purchased item to the other processed items at the time of processing. By way of security, the customer shall assign any claim, arising from resale of the goods subject to reservation of title, to us in advance. Provided the customer meets its obligations towards us, it may dispose of the goods subject to reservation of title within the ordinary course of business and collect the assigned receivables itself. The customer may not transfer ownership by way of security, pledge items or assign receivables without our express written consent. In the event of seizure or other intervention by a third party, the buyer must inform us immediately in writing.

If the realisation of our claims appears to be jeopardy, the customer must inform us accordingly and, upon our request, enable us to take back the goods subject to the reservation of title immediately or inform its customers immediately of the assignment of receivables and provide us with all documentation necessary for the receivables to be collected. The act of taking back the goods does not constitute a rescission of the contract. We undertake to release the securities to which we are entitled, at the request of the buyer, insofar as the value of our securities exceeds the claims to be secured by more than 20%.

7. Warranty

In the event of a defect for which we are responsible, we are obliged to effect additional performance (remedy the defect or supply replacement goods, at our discretion). Should the attempt to repair or replace the defective item fail, or should such attempt be unreasonably delayed for reasons for which we are responsible, the customer is entitled to rescission of the contract or reduction of the purchase price. Defects in the goods supplied, incorrect quantities and incorrect deliveries must be reported in writing no later than ten days after receipt of the goods. Latent defects must be reported as soon as they are discovered. Additional claims by the buyer are excluded, in particular claims for compensatory damages, including lost profit and other economic loss on the part of the buyer and compensation for consequential loss. The foregoing limitation on liability shall not apply if the damage was the result of intent or gross negligence. Nor shall it apply if the buyer asserts claims for compensatory damages on the grounds of the absence of a guaranteed characteristic. The warranty period shall be twelve months from transfer of risk.

8. Damage in transit

We are not liable for damage caused in transit, insofar as we have not undertaken the transportation. Any damage caused in transit must be reported in writing to the freight company upon receipt of the goods. Short shipments must be confirmed by the freight company in writing.

9. Claims for damages

Should the customer cancel an order or fail to fulfil its contractual obligations, we may demand 25% of the contract sum in compensation. The amount of damages will be increased if we prove that the actual loss is higher or reduced if the customer proves that the actual loss is lower.

10. Place of performance / Jurisdiction

Place of performance for delivery and payment is Solingen, Germany. The Court with jurisdiction in respect of contracts with businesses and legal entities incorporated under public law shall be Solingen, Germany. German law shall apply and the application of the United Nations Convention on the International Sale of Goods (CISG) shall be excluded.

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