

GENERAL TERMS AND CONDITIONS

DESKFLEX Europe

by office + community

Ringstr. 24, 96476 Bad Rodach, Germany

1. APPLICABILITY OF TERMS AND CONDITIONS

1.1 The following General Terms and Conditions apply to all deliveries and services provided by DESKFLEX Europe. Deviating terms and conditions of the Client shall not be recognised by DESKFLEX Europe, unless this is expressly agreed in writing.

1.2 These Terms and Conditions shall apply for the entire duration of current and future business relations with the Client, even if they are not expressly referred to in a subsequent transaction.

1.3 The provisions of numbers 1.2, 5.2, 8.2 as well as 10.1 do not apply if the Client is neither a merchant (in the case of 10.1 a fully qualified merchant) nor a legal entity under public law or a special fund under public law.

2. CONCLUSION OF CONTRACT

2.1 All offers made by DESKFLEX Europe are subject to change. The offer is valid for 4 weeks.

2.2 Designs, drawings, illustrations and other documents of an offer of DESKFLEX Europe remain the property of DESKFLEX Europe and DESKFLEX Europe retains all copyrights and other rights thereto. Documents provided to the Client are to be returned to DESKFLEX Europe upon request.

3. PRICES, TERMS OF PAYMENT

3.1 If it is agreed upon conclusion of the contract that the delivery of the ordered items or the services to be provided will only take place at a time that is more than four months after conclusion of the contract, the price will be increased by the additional costs thereby incurred by DESKFLEX Europe if the price of a pre-supplier or subcontractor charged by DESKFLEX Europe has changed in the meantime.

3.2 Unless another method of payment is agreed, the price of a delivery or service is payable on receipt of the invoice.

3.3 Should the Client be in default with their payment obligation, DESKFLEX Europe is entitled to demand two per cent interest above the respective discount rate of the Deutsche Bundesbank, unless the Client proves that the damage caused by default has not occurred or is significantly lower. DESKFLEX Europe is conversely at liberty to prove higher damages.

3.4 Payments by means of bills of exchange require prior written agreement. Bills of exchange and cheques are only accepted on account of payment. The costs of discounting and collection of bills of exchange shall be borne by the Client.

3.5 If, after the conclusion of the contract, there is a significant deterioration in the financial circumstances of the Client which jeopardises the claim to payment, DESKFLEX Europe is entitled to refuse to perform its own services until payment is made or security is provided for them.

4. DELIVERY, DELIVERY TERMS, PARTIAL DELIVERY

4.1 Delivery terms are non-binding unless DESKFLEX Europe has promised a binding delivery date. The delivery period begins with the conclusion of the order, provided that DESKFLEX Europe has received all documents to be provided by the Client by this time. If such documents are still missing, the delivery period shall only commence on the day on which all conditions to be created by the Client have been fulfilled. The same shall apply if the Client is required to make an advance payment upon conclusion of the contract as agreed. In this case, the delivery period begins on the day of the cash payment or the unconditional crediting of the advance payment amount to an account of DESKFLEX Europe.

4.2 Should a binding delivery deadline be exceeded for reasons for which the space agency is responsible, the Client is obliged to set DESKFLEX Europe a grace period of at least three weeks. After the expiry of this grace period, the Client may withdraw from the contract in whole or in part in accordance with the statutory provisions or assert any rights to which it is entitled by law.

4.3 If DESKFLEX Europe is not responsible for exceeding a delivery period, in particular due to strike or lockout or pandemic or epidemic, at a pre-supplier, transport disruptions or other significant impediments to performance or obstacles to performance, the delivery period shall be extended by the period during which this impediment to performance or this obstacle to performance exists. If such a failure to perform lasts longer than four weeks, either party shall be entitled to withdraw from the agreement. Further claims do not exist. The same shall apply if

DESKFLEX Europe is not supplied in time by a supplier, although the order was placed by DESKFLEX Europe in time and DESKFLEX Europe is not responsible for the delay in its own supply for any other reason.

4.4 For each furniture delivery or journey, a flat-rate journey fee will be charged according to the distance.

5. WARRANTY

5.1 Obvious defects in the delivered goods or services must be reported to DESKFLEX Europe immediately upon receipt. Otherwise, the goods or services shall be deemed to have been approved. For evidence purposes, a written notice of defects with photographic documentation is recommended.

5.2 Hidden defects must be reported to DESKFLEX Europe immediately after their discovery.

Also in this case by means of a written notice of defect and photographic documentation.

5.3 In the event of defects notified in due time, DESKFLEX Europe is obliged, at its own discretion, to rectify the defect or to make a replacement delivery. Several rectifications or replacement deliveries are permissible insofar as this is reasonable for the Client. Replaced parts become the property of DESKFLEX Europe. The Client shall be entitled to demand a reduction of the agreed price or the cancellation of the agreement in the event of failure of the rectification or replacement delivery. If several items are the subject of the same order, §§ 469, 470 BGB shall apply.

5.4 We reserve the right to deviations in structure and colour compared to exhibits and samples, insofar as these are in the nature of the materials used (solid woods, veneers, natural stone slabs, leather, textiles, etc.) and are reasonable for the Client as customary in the trade. The reservation does not apply if these properties have been guaranteed by DESKFLEX Europe.

5.5 Irrespective of the above provisions, DESKFLEX Europe is generally liable for warranted characteristics without limitation. In this respect, the statutory provisions shall apply.

6. CONTRACTUAL AND EXTRA CONTRACTUAL LIABILITY OF OFFICE + COMMUNITY

6.1 The Client may not assert any claims for damages against DESKFLEX Europe or its vicarious agents for breach of contractual, pre- or post-contractual obligations, insofar as the breach of these obligations is not based on intent or gross negligence. Should the Client prove that DESKFLEX Europe has breached an essential contractual obligation, DESKFLEX Europe is liable without limitation for any attributable fault. The same applies insofar as DESKFLEX Europe is responsible for the delay in performance or the impossibility.

6.2 In the event of a breach of statutory obligations, in particular in the case of obligations to pay damages due to tort, DESKFLEX Europe is only liable insofar as it is responsible for intent or gross negligence. This does not apply if DESKFLEX Europe is liable for personal injury or damage to privately used property in accordance with the Product Liability Act.

6.3 The limitation of liability in paragraphs 1 and 2 apply in favour of the employees of DESKFLEX Europe.

7. LIABILITY OF THE CLIENT

The liability of the Client is determined in accordance with the statutory provisions and the Terms and Conditions of DESKFLEX Europe. Should DESKFLEX Europe be entitled on the basis of the statutory provisions to demand compensation from the Client for non-fulfilment and should the goods have not yet been delivered to the Client or if they are taken back by DESKFLEX Europe, DESKFLEX Europe can demand cancellation costs in the amount of 25% of the agreed price for the undelivered or taken back goods as compensation without special proof. This shall not apply if the Client proves that no damage has been incurred or that the damage is significantly lower than the lump sum. Conversely, DESKFLEX Europe is entitled to demand higher damages than the lump sum upon appropriate proof.

8. RETENTION OF OWNERSHIP

8.1 DESKFLEX Europe retains ownership of the goods delivered by it until the purchase price has been paid in full.

8.2 In the case of multiple orders, the retention of title shall extend to all goods delivered within the scope of the business relationship with the Client until they have been paid for in full.

8.3 Should the goods delivered by DESKFLEX Europe be combined with other items, DESKFLEX Europe acquires co-ownership of the newly produced items in the ratio of the invoice value of the delivered goods to the invoice values – if these are not available – to the sales values – of the other items.

8.4 The Client will keep the goods owned or co-owned by DESKFLEX Europe ("goods subject to retention of title") with the care of a prudent businessman.

8.5 The Client hereby assigns to DESKFLEX Europe all claims arising in the future from the authorised or unauthorised resale or from any other legal transaction concerning the goods subject to retention of title as

security for all claims to which DESKFLEX Europe is entitled in the business relationship with the Client now or in the future in the amount of the part to which DESKFLEX Europe is entitled as owner or co-owner of the goods subject to retention of title. DESKFLEX Europe hereby accepts the transfer. The same shall apply to all claims to which the Client is entitled against third parties in the future due to damage to, destruction of or seizure of the goods subject to retention of title.

8.6 The Client is not authorised to pledge or otherwise dispose of the goods subject to retention of title, by which the rights of DESKFLEX Europe are impaired or endangered. The Client must immediately notify DESKFLEX Europe of any access by third parties to the goods subject to retention of title or the claims assigned to DESKFLEX Europe by way of security, returning the documents necessary for a third-party action.

8.7 If the value of the securities exceeds the value of the claims of DESKFLEX Europe by more than 20%, the Client is entitled to demand the release of an appropriate part of the securities.

9. RIGHT OF RETENTION, INVOICING, TRANSFER

9.1 The Client's right of retention that is not based on the same legal relationship is excluded.

9.2 The Client may not offset counterclaims unless they are undisputed or have become res judicata.

9.3 The Client may not transfer its contractual rights and claims to third parties without the consent of DESKFLEX Europe.

10. JURISDICTION

10.1 The exclusive place of jurisdiction for both parties shall be Coburg, Germany. DESKFLEX Europe is entitled to sue the Client at another legal place of jurisdiction.

10.2 Should the Client have no legal place of jurisdiction in Germany, paragraph 1 shall also apply to clients who are not merchants.

11. APPLICABLE LAW

The legal relationship between the parties shall be governed exclusively by the law of the Federal Republic of Germany and the directly applicable law of the European Communities. The application of international contracts that are not Zwirn Genies German law (e.g. the UN Convention on Contracts for the International Sale of Goods – "Vienna Convention") is hereby excluded.

12. CONCLUSIONS

12.1 The foregoing Terms and Conditions and any additional agreements made at the time of entering into the contract are complete and supersede all previous oral and written agreements, no ancillary works have been made.

12.2 Should any provision of the above Terms and Conditions or of the additional agreements made upon conclusion of the contract be or become invalid, incomplete or unenforceable, the remaining agreements shall remain valid. The parties are obliged to replace the invalid or unenforceable provision with a valid and enforceable one that comes as close as possible to the economic result of the provision to be replaced. A contractual loophole must also be filled in the same way.

12.3 Until the conclusion of the contract, all requirements and supplements to these Terms and Conditions as well as all additional agreements made must be in writing in order to be effective, unless they are made by or declared to a legal representative of DESKFLEX Europe.

28 April 2022

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