

1. Scope of application

1.1.) The General Conditions of Purchase described here, apply to all purchase orders placed by finori GmbH, unless other agreements have been made explicitly.

1.2.) General terms and conditions of the supplier, contradicting those of finori GmbH, only apply if finori GmbH has explicitly agreed in written form (by e-mail or post).

2. Purchase orders

2.1.) Purchase orders of finori GmbH and their modifications or supplements, will be submitted to the supplier by e-mail.

2.2.) The supplier is to send finori GmbH an order confirmation in written form by e-mail or post within 5 working days. Should the supplier not send a confirmation within 5 working days, the delivery date indicated on the order is considered as confirmed. finori GmbH is also entitled to cancel its purchase order free of charge if it is not confirmed unaltered within 10 working days after receipt of afore-mentioned purchase order. A rejection of the order by the supplier must be communicated to finori GmbH in writing.

2.3.) In case of initial article orders, the supplier is obligated to provide assembly instructions, a data sheet with all the relevant information as well as a free, packed reference sample (Golden Sample) within 10 working days before the planned delivery date at the latest. This reference sample serves as the standard for later production and packaging - and must be approved by finori GmbH.

Moreover, the supplier is obligated to make finori GmbH a suggestion on palletisation based on the present palletisation standards, within 10 working days before the planned delivery date at the latest (see appendix "Palletisation Standards").

2.4.) The supplier is obligated to issue finori GmbH a long-term supplier declaration upon request.

3. Deadlines and consequences of exceeded deadlines

3.1.) Agreed deadlines for deliveries and services are binding. If delays are to be expected or have occurred, the supplier is to inform finori GmbH immediately in written form (by e-mail or post).

3.2.) Should the supplier still not deliver or provide within a grace period of 10 working days, finori GmbH is entitled to refuse acceptance of the goods, even without warning, to withdraw from the contract or claim compensation for non-fulfilment.

3.3.) The additional costs arising for finori GmbH, due to the delay of the supplier, will be charged to the supplier with an administration fee of 2,5 % of the net value of the delayed delivery. From a delivery delay of 20 working days, the administration fee increases to 3.75 % of the net value of the delayed delivery, from a delivery delay of 30 working days to 5 %. finori GmbH reserves the right to provide evidence of higher expenses.

4. Prices/validity of prices, packaging

4.1.) In addition to the product itself - including all hardware components - the price also comprises the assembly instruction and the packaging with corresponding labelling. Furthermore, it is also part of the price that the supplier places the packed furniture, according to the article data sheet, on a one-way or euro pallet, safe for transport and in the agreed quantity and labelled according to the specifications.

4.2.) The supplier is correspondingly obliged to comply with the appendices to the conditions of purchase "Packaging Standard, Labels, Distributor" and "Palletising Standard" and to take them into account for the price quoted. The assembly instruction, the packaging including labelling, as well as the palletising proposal must be approved by finori GmbH.

4.3.) Prices are valid until further notice. Price changes require the written form and approval of finori GmbH and only come into force after a deferment of 2 months. Decisive for the validity of the prices is always the date of order and not the date of delivery.

4.4.) The supplier guarantees that the packaging will withstand the mechanical and climatic conditions of transport and storage in the European Union and that the packaged items will not be damaged or negatively affected in appearance. Articles and packaging must be free of rust, mould and moisture on delivery and must not have any unpleasant odour.

4.5.) If chemicals are used, e.g. to prevent mould, finori GmbH must be consulted in advance in writing (by e-mail or by post) for consent. If finori GmbH discovers upon receipt that the packaging does not meet the above-mentioned requirements, finori GmbH has the right to refuse acceptance of the goods and to demand a new delivery with new packaging. The supplier is to bear all costs associated with this.

5. Handling and delivery

5.1.) Prior to delivery to finori GmbH, the supplier must issue an in-house test report (proof of quality check, see appendix QSR Purchase Delivery Release). This report must be sent to finori GmbH by e-mail on request.

5.2.) Each delivery must be accompanied by a delivery note which indicates the order number and the article number of finori GmbH as well as the identification of the contents according to type and quantity. Deliveries must be coordinated directly with finori GmbH and/or its logistics service provider and notification must be given 5 days before the planned delivery/collection using the corresponding "Notification/Delivery Form" (see point 17 Appendix).

5.3.) If articles are delivered with incorrect labelling, the supplier will be charged for the costs incurred for relabelling according to time and effort. If articles are packed in the wrong quantity per pallet, the supplier will also be invoiced for the costs incurred for repacking the pallets at time and effort.

5.4.) Unless otherwise specified by finori GmbH, deviations in the delivery quantity of +/- 5 % per article are acceptable. For articles consisting of more than one box, each box must be delivered in the same quantity. If the supplier still delivers different quantities of boxes per article, finori GmbH is entitled to deduct the excess boxes when paying the corresponding invoice. In case of a shortage in delivery, the supplier is obligated to inform finori within 5 working days if and when the deficit is to be delivered - otherwise it is considered as cancelled.

6. Invoices, payments

6.1.) Invoices must be submitted to finori GmbH by separate post or by e-mail/EDI. The invoice must show the order number and the article number of finori GmbH for each invoiced item.

6.2.) The supplier's claim to the purchase price is due for payment 30 days after receipt of the goods and the invoice, unless otherwise mutually stipulated. The date of payment is the date of receipt of payment on the supplier's account. The costs of the bank transfer to the supplier will be borne by finori GmbH.

6.3.) For first-time orders, payment is only due after submission and confirmation of the article data sheet and the free reference sample (see 2.3).

6.4.) Payment does not constitute recognition of the delivery or service as being in accordance with the contract. In case of faulty or incomplete delivery or service, finori GmbH is entitled, without prejudice to its other rights, to withhold payments on claims arising from the business relationship to a reasonable extent until proper fulfilment.

7. Safety, environmental protection

7.1.) The supplier is legally accountable to finori GmbH for the fact that the deliveries and services provided by him/her comply with legal regulations. This applies particularly to the compliance with the safety and environmental protection regulations including the regulation on Registration, Evaluation, Authorisation and Restriction of Chemicals [Regulation (EC) No. 1907/2006 (REACH Regulation)] and the Prohibition of Chemicals Ordinance ("E1 Standard") according to reference method DIN EN 16516. In addition, suppliers outside the EU are accountable to finori GmbH for compliance with the EU Timber Regulation [Regulation (EC) No. 2173/2010].

7.2.) The supplier is obligated to verify and adhere to the latest status of the guidelines and laws applicable to the supplier's article components regarding substance restrictions. The supplier is bound not to use any prohibited substances.

8. Proprietary rights, offsetting and prohibition of assignment

The ownership of the delivered goods is transferred to finori GmbH after payment. Any prolonged or extended reservation of proprietary rights is impossible.

9. Obligation to inspect and reprimand, inspection effort

9.1.) An inspection of incoming goods at finori GmbH or in the warehouse of its forwarding agent generally only takes place with regard to obvious defects. Hidden defects will be reported by finori GmbH as soon as they are detected in the normal course of business. The supplier waives the objection of late notification of defects for all claims made within 14 days after detection.

9.2.) If finori GmbH returns defective goods to the supplier, finori GmbH is entitled to charge the supplier with the invoice amount plus the costs incurred (invoicing according to expenditure).

10. Warranty for material defects and defects of title

10.1.) Defective deliveries must be replaced immediately by deliveries free of faults and deficient services must be repeated free of deficiencies. In case of construction and/or serial defects, finori GmbH is entitled to withdraw from the contract immediately, without granting a grace period, and to claim damages or to reduce the purchase price. A delivery is also considered to be defective if the assembly instructions in the box and/or the "distributor" label on the product are missing or faulty.

10.2.) Any rectification of defective deliveries or services requires the consent of finori GmbH. During the period in which the object of the delivery or service is not in the custody of finori GmbH the supplier bears the material and price risk.

10.3.) If the supplier still does not resolve the defect within a fixed, reasonable period of grace, finori GmbH may, at its choice, withdraw from the contract and claim damages or reduce the purchase price.

10.4.) In urgent cases - in particular to prevent extraordinarily high damages, to rectify minor defects and in case the supplier is in delay with the rectification of a defect - finori GmbH is entitled, after having informed the supplier and after the expiration of an additional period of time, which is reasonably short, according to the circumstances, to rectify the defect and any damages caused by it, themselves at the expense of the

supplier or to have them rectified by a third party at the expense of the supplier. This also applies if the supplier delivers or performs late and finori GmbH must rectify the defects immediately in order to avoid own delay in delivery.

10.5.) The period of limitation for claims of finori GmbH arising from material defects is 24 months from the date of delivery; the course of the limitation period is suspended for the period beginning with the transmission of a notice of defect by finori GmbH and ending with the fulfilment of the claim for defects of finori GmbH.

10.6.) If the supplier is to deliver or perform according to plans, drawings or other special requirements of finori GmbH, the conformity of the delivery or performance with the requirements is considered to be explicitly guaranteed. The supplier is responsible to carefully examine the documents sent to him for the execution of the order. They are regarded as approved if the supplier executes the order without having previously communicated any reservations. Should the delivery or service deviate not only insignificantly from the requirements, finori GmbH is immediately entitled to the rights mentioned in paragraph 10.3. Constructional and other changes compared to the reference sample (see 2.3.) must be reported to and approved by finori GmbH.

10.7.) The legal rights of finori GmbH remain otherwise unaffected.

11. Indemnity in case of material defects and defects of title

The supplier indemnifies finori GmbH against all claims – concerning claims for damages only in the case of fault - which third parties - irrespective of the legal reason - assert against finori GmbH due to a material defect or defect of title or any other defect of a product delivered by the supplier. The supplier is to reimburse finori GmbH for the respective legal costs. finori GmbH is required to inform the supplier at short notice after receipt of complaints regarding material defects and defects of title.

12. Technical documents, tools, production equipment

Technical documents, tools, works standard sheets, production equipment etc. provided by finori GmbH remain the property of finori GmbH; all trademark, copyright and other protective rights remain with finori GmbH. The supplier may only use the aforementioned items for the execution of the order and must not hand them over or make them otherwise accessible to unauthorised third parties. Duplication of the mentioned objects is only permitted to the extent necessary for the execution of the order.

13. Provision of material

Material provided by finori GmbH remains the property of finori GmbH and must be stored by the supplier free of charge and with the diligence of a responsible businessman separately from its other items and marked as property of finori GmbH. It may only be used for the execution of an order of finori GmbH. Damage to the material provided must be compensated to finori GmbH by the supplier.

14. Confidentiality

The supplier is obligated to treat all commercial and technical details, which are not public knowledge, and which become known to him/her through the business relationship, as confidential and not to pass them on to third parties.

15. Competition clause

15.1.) The supplier guarantees not to supply furniture - manufactured according to plans/drawings provided by finori GmbH - or make it available in any other way for the purpose of sale to end users, intermediaries or the furniture trade in the European Union, Great Britain and Switzerland.

15.2.) Furthermore, the supplier guarantees that, in the case of furniture manufactured according to plans and drawings of finori GmbH, he/she will oblige the manufacturers commissioned by him/her, on the one hand, to protect the trade secrets of finori GmbH and, on the other hand, not to produce the furniture manufactured on behalf of the supplier for their own purposes and not to pass on the plans and drawings received.

15.3.) For each violation of the obligations under point 15, the supplier is to pay finori GmbH a contractual penalty of 20 % of the total purchase volume (calculated on the basis of the last 12 months prior to notification of the violation by finori GmbH), excluding objections in regards to multiple occurrences, unless he is not responsible for the violation. This does not affect the right of finori GmbH to claim further damages.

16. Miscellaneous

16.1.) The place of performance is the specified delivery address.

16.2.) If the supplier is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is the location of finori GmbH. However, finori GmbH is also entitled to assert claims against the supplier at the latter's registered domicile.

16.3.) German law is applicable to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the referral provisions of German international private law.

16.4.) The validity of the contract is not limited in time. The contract can be terminated unilaterally by each party with a period of notice of three months to the end of the month. The competition clause (point 15) is valid for another 12 months after the end of the contract.

16.5.) Side agreements have not been made. If agreements deviating from this contract are to be made, they must be confirmed in writing (by e-mail or post) to become effective.

16.6.) Should individual clauses of these General conditions of purchase be invalid in whole or in part, this shall not affect the validity of the remaining clauses or the remaining parts of such clauses.

16.7.) finori GmbH is entitled to transfer all its contractual rights and obligations to any associated company. Associated companies in this sense are companies with which finori GmbH is linked by control and/or profit and loss transfer agreements, in which finori GmbH holds a majority of the votes or of the share capital or which are associated with finori GmbH with such a majority. Furthermore, these may also be companies in which the shareholders of finori GmbH hold the majority of the shares. If finori GmbH exercises its right of transfer, it guarantees the supplier that the transferee will fully comply with all contractual obligations arising from this agreement.



17. Appendix

- Palletisation Standards
- Notification/Delivery Form
- Packaging Standard, Labels, Distributor
- Template In-House Test Report QSR Purchase Delivery Release

The currently valid appendices will be made available to the supplier by finori GmbH on request.