

GENERAL TERMS OF BUSINESS

1. General

Our General Terms and Conditions of Sale and Payment shall apply for all supplies and services. Other terms and conditions, such as our customer's terms and conditions of purchase, shall only be a constituent of the contract provided this is expressly agreed in writing. If the customer is a trader or a legal entity under public law or a special fund under public law, our Terms and Conditions of Sale and Payment shall apply for all future transactions.

2. Content of the contract

2.1. All information in catalogues, price lists or order proposals shall be non-binding. Only the terms and conditions agreed for the specific order shall be binding. Terms and conditions for an order shall be agreed on a binding basis only once we have accepted the customer's order (order confirmation). We shall be bound by our order proposals only after an order has been placed and confirmed.

2.2. Special production orders are articles that we do not manufacture in series, or which do not appear in our price lists. The same applies to colours.

2.3. Contracts shall be concluded subject to the proviso that we receive proper delivery from our suppliers. This will not apply if we are responsible for the failure to deliver, or the incorrect delivery, and in particular if we have not concluded a congruent covering transaction. We will inform the customer immediately of non-availability of the product and will reimburse immediately any consideration already paid.

3. Prices

3.1. We quote our prices to traders, legal entities under public law and special funds under public law as gross prices less a discount or plus the value added tax at the statutory rate valid at the time, exclusive of packaging, transport costs, installation and insurance. If a period of more than 4 months elapses between conclusion of the contract and the agreed delivery date, we shall be entitled to charge the prices that are valid at the time of delivery.

3.2. For contractors and under staged delivery contracts, we will charge the daily prices that are valid at the time of delivery.

4. Transfer of risk

4.1. Unless agreed otherwise, we deliver in accordance with the FCA (Free Carrier) clause under INCOTERMS 2010

4.2. If shipment is delayed owing to circumstances for which the customer is responsible, risk shall transfer to the customer with effect from the date on which the goods are ready to ship. In this case, we shall be entitled to store the product at the customer's expense and risk as we see fit, and to demand payment of the agreed price.

4.3. Claims by the customer owing to a defect in the product must be the subject of an immediate examination of the goods and a formal defect claim, in the case of an obvious defect within seven days after delivery, and in the case of a hidden defect within the same period after its discovery.

5. Delivery

5.1. If a date or a period, such as a calendar week, is stated in, or can be construed from, the contractual documents for supplies and services, this refers to the due date of the delivery. The customer must ensure that delivery is possible at least during normal business hours. In the case of periods or timings that may in no circumstances be exceeded (fixed timings), this aspect of the contract must be agreed explicitly and unequivocally.

5.2. If we are unable to deliver and/or provide the service owing to force majeure, operational problems, strike, lockout or war, disasters and/or official interventions and orders, we shall be entitled either to withdraw from the contract or to provide the agreed service as soon as possible after the problem has been remedied. We accept no liability for damages.

5.3. The customer shall be responsible for taking the product to the place of use and for unpacking and installing it. However, if we take the product to the customer, we shall be entitled to demand an amount for the additional service, based on our work input.

5.4. Call-off orders may run for no longer than 1 year; all deliveries must be taken during this period; the minimum call-off period is 1 month.

6. Payments

6.1. Payments shall fall due immediately, and must be paid net no later than 30 days after the invoice date. Payment terms shall not postpone the maturity date, but shall represent the latest calendar date of the payment. We offer a 2% discount if payment is received within 10 days of the invoice date.

6.2. Bills of exchange and cheques will only be accepted by agreement and only as a conditional payment. If a cheque or bill of exchange is lost, we shall not be obliged to continue to seek payment from the payment instrument. Our customer shall be responsible for discount and bill of exchange expenses and other costs, which must be paid in advance. Cheques will not be accepted as cash payment.

6.3. We may assert statutory claims if payment is not made on time.

6.4. The customer shall only be entitled to offset claims provided its counterclaim has been the subject of final judicial approval or is uncontested. This offsetting prohibition shall not apply for a counterclaim in relation to a defect that is based on the same contractual relationship as our claim. The customer shall only be entitled to claim a right of retention if its counterclaim is based on the same contractual relationship.

7. Reservation of title

7.1. We reserve title to our product until settlement in full of all payment claims arising out of the business relationship, including future payment claims and incidental claims. In the case of a running account, the reserved title shall serve as collateral for the outstanding balance.

7.2. The customer may sell on, during the course of its ordinary business operation, any products that we own or jointly own. The customer hereby assigns to us all claims against its customer that arise out of such resale; we hereby accept such assignment. The customer shall still be authorised to collect claims assigned to us.

7.3. The customer must notify us of any access by third parties to our reserved product or to a claim assigned to us, in particular of any seizures. The customer shall bear the costs of any necessary intervention.

7.4. We undertake to release a product that is

subject to a reservation of title, and also claims that have been assigned in accordance with 7.2, if the realisable value of the collateral items exceeds 110% of the secured claim. Release shall take the form of transfer of ownership or reassignment.

8. Material defects

8.1. If the product delivered is defective, we may elect either to remedy the defect or to deliver a replacement.

8.2. Variations in the dimensions or the shape, variations in the foil colour, textile colour or the colour and grain of the genuine wood veneer, which occur for technological reasons, shall not be considered as defects.

8.3. The customer shall be obliged to give us the opportunity to examine the goods to which the defect claim relates.

8.4. In the case of deliveries based on drawings or other details supplied by the customer, we will follow these details provided they are technically achievable. We will not check whether they are feasible unless we receive a special order to do so. The customer shall be responsible for ensuring that the manufacture it orders does not infringe any third party rights.

8.5. Statutory recourse claims on the part of the customer shall only apply provided the customer has not concluded any agreements with its own customer that are more extensive than the statutory defect claims.

9. Other claims, liability

9.1. Unless set out otherwise below, we will not accept any other claims, or more extensive claims, by the customer. This applies in particular to damages claims based on a breach of duties under the contractual relationship and based on unlawful act. We shall not therefore be liable for damage that has not been caused to the actual product supplied. In particular, we shall not be liable for lost profit or other financial losses suffered by the customer.

9.2. The above restrictions of liability shall not apply in the event of intent, gross negligence on the part of our legal representatives or senior managers, or in the event of a culpable breach of material contractual obligations. In the event

of a culpable breach of fundamental contractual obligations, we shall be liable, except in the event of intent or gross negligence by our legal representatives or senior managers, only for losses that could reasonably have been predicted and are typical for this type of contract.

9.3. In addition, the restriction of liability shall not apply in those circumstances in which liability exists, under the Produkthaftungsgesetz [German Product Liability Act], for personal injury or for material damage to items that are subject to private use in the event of faults in the product supplied. Nor shall it apply in the event of injury to life, limb or health and in the absence of a guaranteed quality feature.

9.4. If we cannot be held liable, or if our liability is restricted, the same shall apply to the personal liability of our white-collar and blue-collar staff, our associates, legal representatives and vicarious agents.

9.5. This shall not affect the statutory provisions relating to the burden of proof.

10. Statute-barring of defect and compensation claims

10.1 The period of limitation for the customer's claims based on a product defect is one year. This shall not apply if longer periods are mandatorily prescribed under Sections 438(1) No 2 (buildings, items that are used for buildings), 479(1) (recourse claims) or 634(1) No 2 (structural defects) BGB [German Civil Code]. Nor shall this apply for damages claims under which compensation is sought for a physical injury or health impairment, or which are based on intent or gross negligence by us or our vicarious agents.

10.2. The period of limitation for damages claims by the customer that are not based on a product defect is one year. This shall not affect the statutory statute-barring of claims based on intent or gross negligence, or claims in the event of physical injury or health impairment and claims under the Produkthaftungsgesetz.

11. Documents and samples

11.1. We retain ownership and copyright to cost estimates, drawings, illustrations, sketches and other documents and samples; the documents must be returned on request and may not be

given to third parties, even in the form of copies.

11.2. Unless agreed otherwise, samples must be returned or purchased within a month. The customer must purchase samples of special production orders; these may not be exchanged.

12. Place of jurisdiction, governing law

12.1. It is agreed that German law shall be the governing law.

12.2. Our place of business shall be the place of jurisdiction for all legal disputes, including in connection with a bill of exchange or cheque process, if the customer is a trader, a legal entity under public law or a special fund under public law. We shall also be entitled to sue the customer at its registered office.

13. Data protection

We store and process our customers' personal and company data in compliance with the provisions of the Bundesdatenschutzgesetz [German Federal Data Protection Act].

TERMS OF SALE AND DELIVERY

General

This price list is valid from 01.04.2016. Publication of this list invalidates all previous price lists. Delivery is performed in accordance with our General Terms and Conditions as made known to you. Models that are not listed any more but have been available in earlier programs and price lists are only available on demand. Stated prices are non-binding recommended prices in £ exclusive of VAT.

Delivery conditions on national territory

DAP (place of destination) - Incoterms 2010 (except for Ireland). Below £ 500,- net order value, there is an upcharge for freight of 7% of the total order value, minimum £ 15,-. In cases of special or difficult delivery conditions, additional charges may be made.

Direct deliveries to your customer

On demand, with invoicing of the additional expenses.

General remarks

Specified measurements

Measurements are determined according to DIN EN 1335. The specified measurements are approximate values. Tolerances must be permitted.

Colour differences

Colour differences in cover fabrics or decor finishes may occur due to the nature of production; and in the case of leather and wood due to the natural properties of the material. Slight differences, in particular in subsequent deliveries, do not constitute reasons for complaint.

Orders

Minimum order information: always state the basic model number and cover number. If the seat and back are to be supplied in different covers, specify the seat cover first and then the back cover.

Example: 1A22 / 4102 - 4101

Options: if you require an option deviating from the standard (the standard version is identified

Export delivery conditions

FCA 72469 Messstetten-Tieringen - Incoterms 2010. On demand.

Order Amendments/ Postponements/ Product Storage/ Cancellations

Order amendments and changes in delivery dates can only be considered if they are feasible and have been confirmed by us in writing. In these cases we reserve the right to add an upcharge. Any amendment or cancellation must be communicated to us at least 5 days after receipt of order confirmation (except for products of our quick delivery program Daily and Weekly). Should it be necessary to store goods due to a delivery delay, we charge external storage fees per chair and calendar week.

by black dots), please state the relevant order numbers after the minimum order information.

Option example:

1U52 / 4102 / 2324 / 703

Please use our pre-printed order forms.

Castors and glides

All chairs/armchairs are equipped in standard with castors for use on carpets (in accordance with DIN EN 12529). If using chairs on hard surfaces, the order must specify the "soft castors" or "felt glides" for the hard floor option. We are unable to accept any responsibility for the use of incorrect castors or glides.

Custom-made products

The exceptionally good value for money of Interstuhl products is only possible thanks to the rational manufacturing process. Please clarify any special wishes with us beforehand. We reserve the right to add surcharges depending on the design. Fabric materials supplied (minimum order quantity 10 pieces per model and order). If customer fabrics or customer leather is used a

Assembly

The assembly and set-up of knocked-down chairs and tables as well as the retrieval of packaging material is not included in the price.

Special services

Delivery to the final place of use, assembly and retrieval of packaging material on demand and at extra charge.

Fixed Dates

Please note that if you wish to receive an order within a specific time period or at a specific date, this will need to be agreed clearly and unambiguously. If a deadline lies outside our regular planning, extra costs will occur.

check must be made before the order is accepted as to whether the fabric materials can be used on the basis of samples. Any liability is excluded for the quality of the materials supplied to us and their processing as well as for any later faults. We always assume a minimum width of 1.40 m for all cover fabrics supplied by customers. Always send us processing instructions (in particular the direction of upholstery as well as front and reverse face). We will be pleased to send you an appropriate form. The order will only be entered and confirmed after a check of the suitability for use of the fabric materials.

Taking back and disposal of products

Interstuhl is willing to support the environmentally friendly disposal of all products on request. The customer must bear any associated transport costs.

GENERAL WARRANTIES

Interstuhl provides the following warranty for the execution, composition and functioning of its products:

1. These warranty terms and conditions will apply in the country in which the sale is made, provided the order has been properly placed with the Export Department.

2. Interstuhl provides an extended warranty of 10 years on all products from their date of delivery as indicated on the label on the underside of the chair. During the first three years, all spare parts, including packaging and transport costs, will be provided free of charge. Repair work at the factory or at the customer's premises will be free of charge.

3. From years 4 to 10, Interstuhl will continue to provide spare parts free of charge, excluding parts subject to wear, such as cover materials, foam parts (integral foams), cushions, castors, the surfaces of frames / bases and tables, borders and edge strips of tables. For the execution of warranty repairs on the premises of the dealer, the end user or at the factory, an additional cost will be charged to cover labour, plus a fixed charge to cover any travelling costs, where applicable.

4. The Interstuhl warranty does not cover:

a) changes and damage caused by use of the product for anything other than its intended purpose. Nor does the warranty cover damage caused through inappropriate treatment, or damage that arises through unusual environmental effects (extreme weather conditions, acid, moisture etc.).

b) damage caused through maintenance or repair work, or other work undertaken by the customer itself or by third parties;

c) damage caused in connection with variations from series manufacture at the customer's request, or if materials supplied by the customer are used. Only the statutory warranty shall apply to such products.

d) damage that occurs during transportation (please refer to our General Terms of Business);

5. The warranty periods shall apply for customary industrial use, namely 8 hours a day for 220 working days. The warranty period shall be reduced accordingly where there is shift operation or 24/7 use.

6. The warranty period shall not start to run again or be reduced if work is undertaken under the warranty.

7. We would urgently request that you provide the following details in the event of claims: description of the damage or defect, model name, model number, order confirmation number, delivery note or invoice if applicable. These details about the chair or table models are indicated on label on the underside of the article. If this information is not provided, Interstuhl may refuse to process the claim. Claims will be processed more quickly and easily if you send us an image and/or a brief video with the above details.

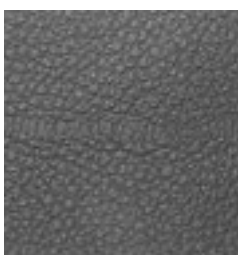
Version: 10/2015

	Years 0 - 3	Years 4 - 10
Spare parts	X	X
Shipment of spare parts to the customer / dealer	X	X
Travelling time to the customer / dealer	X	-
Installation / repair time	X	-

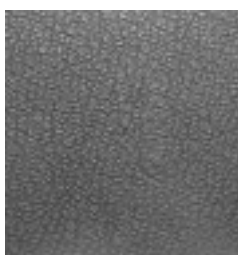
PROCESSING AND QUALITY GUIDELINES

of all leathers

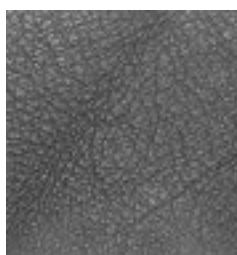
These marks do not reduce the quality of the leather but confirm its genuineness and the pristine robustness of the natural skin



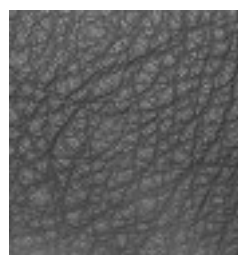
Muted grain



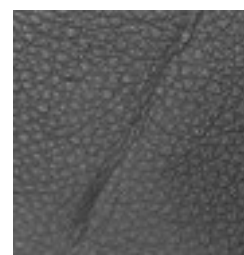
Muted stings of insects



Veins



Difference in structure



Cuttings