

General Terms of Business and Delivery of PENTA:DESIGN Jentsch & Friedrich OHG

Preamble

PENTA:DESIGN Jentsch & Friedrich OHG (hereinafter „PENTA:DESIGN“) is the worldwide exclusive producer of the presentation table „PENTA-LOOOP“. The product is available from PENTA:DESIGN or selected retailers under the following General Terms of Business and Delivery:

§ 1 Purpose and Scope

- (1) The following General Terms of Business and Delivery (hereinafter "GTB") apply to all orders of goods, in particular the presentation table „PENTA-LOOOP“ from PENTA:DESIGN by its business partners (hereinafter "Customer").
- (2) These GTB become part of the purchase contract and apply to all future orders by the Customer without further notice.
- (3) PENTA:DESIGN expressly rejects contradicting or deviating terms and conditions used by the Customer, even if the order of the Customer is filled by PENTA:DESIGN without reservations.

§ 2 Order Transaction, Formation of Contract

- (1) Customer will receive upon request a current product and price list, from which he will choose products. The Customer's order qualifies as an offer.
- (2) Formation of contract requires written confirmation of the Customer's order by PENTA:DESIGN and is based on these GTB. The written confirmation will be binding with regard to ordered product and design thereof, as well as purchase price.
- (3) The products are only available for commercial customers. The visualization of logos delivered by Customer will be prepared after formation of Contract. Delivery date will be defined by PENTA:DESIGN after written approval of the graphic design.

§ 3 Payment

- (1) All payments are due in EURO; VAT will be added. With regard to Customers without place of business in Germany, shipping will only be made after transfer of the full purchase price. Discounts are only available if agreed upon separately.
- (2) Customer will be charged for additional customs duties, taxes, or other additional fees. Customer will be charged for shipping.
- (3) Invoices of PENTA:DESIGN have to be paid 8 days after the invoice date without deductions.
- (4) If payments are delayed, Customer will be charged an interest rate of 8 percent rate per year above base interest.
- (5) Claims cannot be offset by the Customer, unless counterclaims are undisputed or legally binding. Rights of retention that are not based on the same contractual relationship are excluded.

§ 4 Retention of Title

- (1) PENTA:DESIGN retains title until all current and future claims from the business relationship have been fully satisfied. Customer undertakes to handle the product with due diligence until title is transferred.
- (2) Customer is only entitled to resell retained title products if claims resulting from resale are fully assigned to PENTA:DESIGN.

§ 5 Defects Warranty

- (1) Customer must examine goods delivered by PENTA:DESIGN immediately upon receipt and especially prior to use and notify PENTA:DESIGN in writing about detectable defects immediately or at the latest within a period of five days. Failure to examine and notify PENTA:DESIGN will bar all further claims for defect liability.
- (2) Hidden defects must be reported to PENTA:DESIGN in writing immediately after discovery or at the latest within a period of five days thereafter and at the latest within one year after receipt of the goods.
- (3) The warranty period is 12 months. The risk of price, loss and deterioration is passed to Customer when handed over for shipping; Customer will bear the risk of transportation.
- (4) In case the product bears defects at the time of transfer of risk despite all diligence invested, PENTA:DESIGN will choose to either repair or replace the product if notification of defect is received in time.

§ 6 Rights to "PENTA-LOOOP"

- (1) Customer acknowledges that PENTA:DESIGN owns all intellectual and industrial property rights in "PENTA-LOOOP" and other products. Customer will not use the trademark or other protected signs, designs or elements unless the use is permitted by contract or if rights are exhausted.
- (2) Customer will not copy the design or traffic unauthorized copies or remove the trademarks or source signifiers or rename the products of PENTA:DESIGN for resale in commerce.
- (3) Customer agrees to include a prominent reference to PENTA:DESIGN as designer and manufacturer in any commercial communication.
- (4) The use of the trademark as Adword requires prior written permission by PENTA:DESIGN.
- (5) Customer agrees to inform PENTA:DESIGN about any infringement of rights that she has knowledge of, e.g. through the sale of unauthorized copies or the removal of trademark or tradename. If requested by PENTA:DESIGN, Customer will give comprehensive information about the infringement and provide the information necessary to enforce rights.

§ 7 Liability

- (1) PENTA:DESIGN is only liable for damages caused with intent or gross negligence or in case of a culpable violation of material contractual obligations. Contractual obligations are material if their fulfillment is necessary for the proper implementation of the contract, or if the contractual partner can rely on its fulfillment on a regular basis.
In case of culpable violation of material contractual obligations, liability is limited to typical and reasonably foreseeable damages. Compensation exceeding the value of the material is excluded.
- (2) The limitation of liability does not apply if life, body or health are damaged or if guaranteed qualities are missing, provided that the guarantee was made to protect Customer against damages that incur in goods other than the purchased goods.
- (3) Customer is liable for the correctness of all factual information and guarantees entitlement to use the trademarks and protected signs as ordered. Customer indemnifies PENTA:DESIGN from all third party claims.

§ 8 Delivery and Venue, Severability clause

- (1) Place of delivery and venue is Berlin, unless Customer is not a consumer.
If Customer is a consumer, the statutory provisions are applicable.
- (2) The law of the Federal Republic of Germany is applicable. The United Nations Convention on Contracts for the international Sale of Goods (CISG) does not apply.
- (3) E-mail satisfies the writing requirement for the purposes of these GTB.
- (4) If any provision of the GTB is or becomes invalid, the remaining provisions shall remain unaffected.

Date: 01.03.2019

Management: Anette Jentsch, Martin Friedrich

PENTA:DESIGN Jentsch & Friedrich OHG
Unter den Linden 39, 10117 BERLIN, GERMANY

Place of law: Berlin
Amtsgericht Berlin-Charlottenburg
HRA 43038