

General Terms and conditions (GTC)

Dr. Färber Acoustics GmbH & Co. KG, Im Park 2, D-67304 Eisenberg
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§1 Scope of the general terms and conditions

The scope of our general terms and conditions (in the following named GTC) comprises our whole course of business (our offers, acts of legal significance, deliveries and any activities). They apply for all people involved, who get in contact with us. This especially applies for all enterprises, body corporate organized under public law, public corporations and consumers. Supplementary agreements, amendments and/or modifications of these GTC explicitly require a written form. The written form is granted by publication of the GTC via our website.

Our GTC are exclusive, as long as no other agreements are reached in a written form. Our GTC are as well valid, if we perform deliveries or any activities in spite of knowing differing GTCs of our contracting party.

§2 Conclusion of contract and place of fulfillment

As long as no agreement to the contrary has been reached, our offers in brochures, advertisements and the like and the contained descriptions are always subject to confirmation and nonbinding. As each product of us is an individual, custom made object, the basis of any sales activity by Dr. Färber Acoustics will always be a written contract. The descriptions of the product defined in the conclusion of contract represent the state of the technology as valid of the date of contract. We explicitly reserve the right to make any modifications considering the technicality, shape, design, color and/or weight improving the quality of the product within the limits of just and reasonable.

By the signing of a contract the customer bindingly declares the intention of purchasing the product. Several debtors will be considered as joint and severally liable debtor.

Non-written agreements (orally, via letter, telephone, telefax, email etc.) of any kind (orders, offers, contracts, modifications of contracts, cancellations etc.) will become binding only, if we explicitly confirm and agree in written form. To maintain silence from our part does not apply to agreement.

§3 Service

In order to comply with our contractual obligation we may attend on the part of any third parties. For the cancelation of the contract our contractual obligations will expire.

We do not assume liability for delay in order transaction or delivery accounting for something outside our responsibility. The contracting party explicitly agrees in this context not to claim for indemnity, regardless of which kind and of which legal claim. Acts of any kind and legal ground such as nature beyond control, e.g. impediment of transportation, dysfunction of operation or labor dispute – independent of if this happens in our company or in a company of our subcontractors – entitles us to extend the period of delivery. In this case a mutual agreement between both parties will take place.

§4 Prices and conditions of payment

Our prices are in Euro if not indicated otherwise in the contract and comprise all costs of materials, salaries, transportation, insurance and installation. The value added tax or other taxes as luxury tax or octroy etc. varies from country to country and will be disclosed separately.

If no other agreement has been fixed, the payment has to be effected entirely in advance on the bank-account indicated in the contract. For foreign customers the option of payment via letter of credit is possible.

Invoices are to be payable within 2 weeks starting from the date of invoice without cash discount compulsory treaty indemnity in case of a delayed payment receipt. Our compulsory treaty indemnity starts with the date of payment receipt.

Any outstanding amount will be charged with 6 % per year starting from the payment date. Any claim exceeding this such as indemnity remains hereby unaffected.

§5 Delivery period

Delivery dates are fixed in the contract. The delivery period starts with the payment receipt. The delivery period will be extended adequately if unforeseeable events occur, we are not accountable for, such as e.g. act of God, strike or operational disorder. In such cases the customer has to be informed immediately and appropriate measures have to be undertaken in order to minimize an extension of the delivery period. Delivery delays caused by custom authorities in the country of customers are not within our responsibility and will lead to an extension of the delivery period. Specific import regulations may apply in certain countries and may cause a delayed delivery and extra-costs which has to be accepted by the customer. Additional costs resulting from this have to be borne by the customer.

§6 Defects liability and damage compensation

Dr. Färber Acoustics GmbH & Co. KG products are designed and manufactured to the highest quality standards "Made in Germany". The properties of our products will be exclusively defined in the contract. Components of our products are consisting of natural stone or natural wood, which will be manufactured and processed according to German technical standards. The original stone blocs or tree trunks will be accurately selected and carefully inspected before fabrication. Color differences, diverting textures, inclusions etc. and any variations due to the nature of a natural material do not justify a notification of defects. All other components of our products represent the state of technology and satisfy the German standards of quality.

The quality inspection will be done by our customer during the delivery date of the product. The acceptance of the contract work in a functioning state according to the contract will be attested in a mutually signed completion certificate, which has to be signed by the customer within 5 days of value performance. The period of warranty lasts for a period of 3 years and starts with the date of signing of the completion certificate except that exclusions apply in certain countries in line with national law. This warranty complements any national or regional law obligations of dealers or national distributors and does not affect your statutory rights as a customer. Special warranty terms may apply in certain countries like the Russian Federation and will be fixed in the individual contract.

Possible obvious deficits have to be conveyed on the delivery date or latest within 5 calendar days after having received the product. This has to be done in a written form, in advance by email, by

exactly stating the deficit and describing the necessary circumstances and informations. Obvious deficits not being effected in due time will result in the loss of any claim by the customer. Non-obvious deficits have to be noticed immediately, latest within one year after having signed the completion certificate.

The warranty is limited to the repair of the equipment and free of charge labour (exclusion may apply) and replacement parts. Neither transportation, nor any other costs, nor any risk for removal, transportation and installation of products is covered by this warranty. It is only valid for the original owner and not transferable.

The warranty will not be applicable in cases other than defects in materials and/or workmanship at the time of purchase and will not be applicable:

- for damages caused by incorrect installation, connection or packing.
- for damages caused by any use other than correct use described in the user manual, negligence, modifications, or use of parts that are not made or authorised by Dr. Färber Acoustics GmbH & Co. KG.
- for damages caused by faulty or unsuitable ancillary equipment.
- for damages caused by accidents, lightning, water, fire heat, war, public disturbances or any other cause beyond the reasonable control of Dr. Färber Acoustics GmbH & Co. KG and its appointed distributors.
- for products whose serial number has been altered, deleted, removed or made illegible.
- if repairs or modifications have been executed by an unauthorised person.

§ 7 Final clause, place of jurisdiction, law of the legal venue

The customer agrees to the use of his personal data for the business purpose according to the **German Data Protection Act**.

Place of jurisdiction is Kaiserslautern, Germany.

Place of fulfillment is the company's seat published in the commercial register, unless not otherwise defined in the contract.

For all legal acts explicitly German law is valid, unless no other regulations have been defined in the contract of sale in a written form.

Any laws according to the *United Nations Convention on Contracts for the International Sale of Goods* (CISG) are expressly excluded.