

GTC

I. PREAMBLE WITH GTC TABLE OF CONTENTS

1 The following general terms and conditions regulate the contractual relationship between the commercially trading

Winkels Interior Design Exhibition GmbH

represented by

Benedikt Winkels and Dominik Winkels

Boschstrasse 2

47533 Kleve

hereinafter referred to as Winkels and customers.

We can be reached at the following contact details:

Tel: +49 (0)2821/72730

Email: info@winkels-interior.de

2 The contractual language is German.

3 The GTC are divided into three sections marked with Roman I-III, with corresponding upper and lower numbers, as follows:

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3.2. II General provisions for all services

II GENERAL PROVISIONS FOR ALL SERVICES

1. definitions

1.1. A merchant is either the person who runs a commercial business or the person who has the name of his business entered in the commercial register.

1.2. A commercial enterprise is any business operation, unless the nature or scope of the enterprise does not require a business operation set up in a commercial manner.

1.3. An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity.

1.4. A consumer is any natural person who enters into a legal transaction for a purpose that can be attributed neither to his commercial nor to his independent professional activity.

1.5. Means of distance communication are means of communication which can be used to initiate or conclude a contract without the simultaneous physical presence of the contracting parties, in particular letters, catalogues, telephone calls, telecopies, e-mails as well as broadcasting, tele- and media services.

1.6. A distance contract within the meaning of these General Terms and Conditions is a contract for the supply of goods or the provision of services which is concluded between an entrepreneur and a

consumer using exclusively means of distance communication, unless the conclusion of the contract does not take place within the framework of a distribution or service system organised for distance selling.

1.7. Contract text in the sense of these GTC is the product description resulting from our Internet presentation and the contents of the on-line order. The order confirmation sent by us on the Internet portal is not itself the text of the contract, but only confirms receipt of the order.

1.8. Text form in the sense of these GTC is the submission of a declaration of intent in a document or in another manner suitable for permanent reproduction in written characters, which names the person making the declaration and makes the conclusion of the declaration recognizable by name signature or otherwise.

1.9. A durable medium is any medium which enables the addressee to retain or store a statement addressed personally to him on the medium in such a way that it is accessible to him for a period of time adequate for its purpose and is capable of reproducing the statement unchanged.

1.10. Damage caused by a defect is the damage resulting from the fact that the object of purchase, as a result of a defect which can be remedied by subsequent performance, places the customer in a worse position compared to a defect-free object of purchase.

1.11. Consequential damage is the damage which is not remedied by subsequent performance free of defects and which the customer suffers to other legal assets than the object of purchase as a result of the defect which can be remedied by subsequent performance, in particular to body, property, possession and compensation obligations towards third parties.

2 Validity of these GTC

2.1. These GTC apply exclusively to all contracts, deliveries and other services.

2.2. We do not recognise any conflicting or deviating conditions.

2.3. They shall also apply, insofar as the customer is a merchant, to all future business relations, even if they are not expressly agreed again.

2.4. We are entitled to change or amend these GTC at any time. Customers have the right to object to such a change. If the objection is not made in text form within four weeks of receipt of the notice of amendment, the amendments shall take effect in accordance with the amendment. Customers will be informed in text form at the beginning of the period that the notice of change will be deemed to have been accepted if they do not object within four weeks.

2.5. If the customer exercises the right of objection, Winkels shall have the right to continue the contract at the previous conditions or to terminate the contract with a notice period of one month to the end of the month.

3. conclusion of the contract/storage of the contract text and the general terms and conditions/ service descriptions/unavailability

3.1. Incidentally

3.1.1. The advertising of our services represents a non-binding and non-binding invitation for customers to submit an offer.

3.1.2. Customers may make an offer orally, in writing, in text form or by conclusive conduct.

3.1.3. The contract text and these terms and conditions are stored.

3.2. Illustrations, drawings, dimensions, quality specifications, weights and colour shades are approximations customary in the industry. We reserve the right to make customary deviations and technical

changes as well as changes in shape and/or colour and/or quality and/or weight if the change or deviation is reasonable for the customer taking into account our interests.

3.3. The conclusion of the contract is subject to the reservation not to deliver or to deliver only partially in case of incorrect or improper self-delivery. This shall only apply in the event that Winkels Interior Design Exhibition GmbH is not responsible for the non-delivery and Winkels Interior Design Exhibition GmbH has concluded a specific covering transaction with its supplier.

3.4. In the event of non-availability or only partial availability of the goods, the customer will be informed immediately and any consideration already paid will be refunded without delay.

4 Services, warranted characteristics and guarantees

4.1. Winkels shall owe services in accordance with the state of the art customary in the industry at the time of the respective conclusion of the contract.

The service details and components result (in the following descending order) from the agreements made in the contract,

the relevant performance specification,

the relevant special performance conditions,

of the relevant price list,

the relevant special provisions of these GTC and

the general provisions of these GTC.

4.2. Unless otherwise agreed, we owe services as individual services to be provided and invoiced separately from each other.

4.3. Insofar as specially described properties are assigned to products, these properties represent a performance description which is not to be understood in the sense of a warranted property or a quality or durability guarantee. Corresponding properties are not assured and corresponding guarantees are not agreed.

5. subject to change

5.1. We have the right to change the promised services or to deviate from them if the change or deviation is reasonable for the customer, taking into account our interests.

5.2. The change or deviation is reasonable if the customer is not placed in a worse or better position or if there is no significant deviation from the service.

6. reservation of right of withdrawal

6.1. Winkels shall be entitled to withdraw from the contract by rescission or termination if this is objectively justified; insofar as continuing obligations are concerned, Winkels shall be entitled to ordinary termination even without objective justification. The right to extraordinary termination shall also remain unaffected.

6.2. Winkels shall be entitled to withdraw from parts of its obligation to perform by means of rescission or termination if this is objectively justified; insofar as continuing obligations are concerned, Winkels shall also be entitled to terminate the contract without objective justification. The right to extraordinary termination shall also remain unaffected.

6.3. In any case, the amendments or the derogation are objectively justified,

6.3.1. if the customer violates his duties of care with regard to the goods delivered under retention of title,

6.3.2. if the customer makes false statements about creditworthiness,

6.3.3. in the event of impossibility, force majeure, strike and natural disasters and

6.3.4. in the event of breaches of duty by customers, insofar as the customer has been granted a reasonable period of grace for the performance of the duty.

7 Delivery dates/partial delivery/delivery periods/risk assumption

7.1. Delivery dates specified by the customer in his order require our confirmation in order to be valid.

7.2. Partial deliveries are permissible insofar as these are reasonable for the customer.

7.3. The commencement of the delivery period stated by us presupposes that the customer provides all information, documents and objects to be made available by him as agreed. The delivery period shall be deemed to have been complied with if the delivery item has left our works or our warehouse by the expiry of the period or if we have notified the customer that the delivery item is ready for dispatch.

7.4. The delivery period shall be extended appropriately in the event of measures within the scope of industrial disputes, in particular strikes and lockouts or official requirements or orders, as well as in the event of the occurrence of unforeseen obstacles which are beyond our control, insofar as such obstacles demonstrably have a considerable influence on the completion or delivery of the item to be delivered. This shall also apply if the circumstances occur during delivery.

7.5. The risk of accidental loss and accidental deterioration of the items to be delivered shall pass to the customer upon handover to the forwarding agent, the carrier or the persons otherwise designated to carry out the shipment. The handing over is equal if the customer is in default with the acceptance. Furthermore, the risk for items to be delivered shall pass to the customer upon receipt of the notification of readiness for shipment.

7.6. In the absence of an express agreement to the contrary, the route, type and means of dispatch shall be left to us without guarantee for the fastest and cheapest transport. The interests of the customer are taken into account appropriately. Upon request, we will insure the goods to be delivered at the customer's expense against theft, breakage, transport, frost, fire and water damage as well as other risks to be named by the customer, insofar as this is possible.

7.7. If dispatch is delayed at the customer's request, we shall charge the costs incurred for storage, starting one month after notification of readiness for dispatch.

8. prices

8.1. The prices shall be understood to be net prices, without taking into account any discounts agreed with the customer, without cash discount or other reductions, in euros ex loading station of Winkels Interior Design Exhibition GmbH plus VAT. of the respectively valid value added tax.

8.2. Approved discounts or freight reimbursements are cancelled in the case of judicial or extrajudicial settlement proceedings, insolvency or in the case of payment arrears of more than 2 months by the customer.

8.3. Packaging, freight and insurance will be charged separately.

8.4. In the case of an obligation that is not a continuing obligation, we are entitled to change the prices if cost reductions or cost increases have occurred after the conclusion of the contract. In the event of a price increase, this shall not apply if our performance takes place within four months of the conclusion of the contract.

8.5. Payments in currencies other than Euro will be converted according to the official exchange rate or, in the absence thereof, according to the market rate on the day of crediting to our account. The costs of the conversion and the credit note in Euro shall be borne by the customer.

8.6. Payments by the customer shall first be credited against the debt due, among several debts due against the debt which offers us the lower security, among several debts of equal security against the debt which is more onerous for the customer, among several debts of equal onerous against the older debt and, in the case of debts of equal age, against each debt proportionately. If costs and interest have already been incurred, payment shall be made first on the costs, then on the interest and finally on the principal.

8.7. Cheques shall only be accepted by special agreement and only on account of performance, with all collection and discount charges being charged. Payment shall not be deemed to have been made until the cheque has been cashed or the amount of the cheque or bill of exchange has been credited unconditionally and finally.

8.8. If the customer culpably falls into arrears with payment, we shall be entitled to demand payment of the entire remaining debt. In this case, we are also entitled to demand security to the extent of the claim with which the customer is culpably in arrears. The customer has the right to choose the type of security pursuant to § 232 BGB. We shall also have the same right to demand security if it becomes apparent to us after conclusion of the contract that the customer is not creditworthy or if the customer has made false statements about his creditworthiness before or at the time of conclusion of the contract. If the customer does not provide the security upon request, we may withdraw from the contract.

9. insurance and packaging, freight and delivery costs

9.1. domestically:

9.1.1. Goods are insured for transport by Winkels.

9.1.2. The packaging and insurance costs shall be borne by the customer.

9.1.3. Delivery shall be ex works, unless otherwise agreed or unless otherwise provided for in these General Terms and Conditions.

9.2. Delivery shall be ex works, unless otherwise agreed or unless otherwise provided for in these General Terms and Conditions.

9.3. For export, supplementary freight and delivery costs, minimum order and payment conditions shall apply in accordance with Winkels' current freight and delivery cost table, which the customer can inform himself about before placing an order.

10 General obligations to cooperate

10.1. The customer shall provide Winkels with all information and documents required from his sphere.

10.2. If the customer does not fulfil his cooperation obligations, or does not fulfil them in time or incompletely, despite being requested to do so by Winkels, and if he is responsible for this,

10.2.1. Winkels may submit an offer to perform these services itself in place of the customer,

10.2.2. the dates and deadlines affected by the delay shall be postponed appropriately if and to the extent that they cannot be met due to the delay.

10.2.3. Any claims of Winkels for compensation and/or the right to terminate or withdraw, if applicable, shall remain unaffected.

10.3. Unless otherwise stipulated, special obligations to cooperate shall also arise from the special contractual conditions in addition to the above provisions.

11. terms of payment

11.1. Winkels delivers against advance payment, invoice or cash on delivery.

11.2. Unless otherwise agreed, Winkels shall deliver against advance payment.

11.3. Invoices are payable without deduction no later than 30 days after the invoice date. Accordingly, Winkels shall be entitled to payment of a one-off reminder lump sum in the amount of € 40.00 in the event of a reminder.

12. invoicing

12.1. According to § 14 UStG, invoices can be transmitted electronically subject to the recipient's consent.

12.2. Winkels shall be entitled to send invoices as pdf invoices by e-mail (electronic invoice dispatch).

13. credit assessment and provision of security

13.1. If, before or after the conclusion of the contract, there are justified doubts as to the creditworthiness of the customer, because, on the basis of the information obtained in accordance with the following sub-paragraph, it is to be expected that the enforcement of claims against the customer will be associated with considerable difficulties, in particular because the customer is in arrears with obligations from other (existing or previous) contracts or such contracts have not been settled in accordance with the contract or comparable cases exist, Winkels shall be entitled to demand the provision of adequate security in the form of an interest-bearing deposit or a directly enforceable guarantee from a credit institution domiciled in the EU or to limit the scope of access to its services if the customer does not provide such security or does not provide it in a sufficient amount or if even such security does not offer adequate protection against bad debts (e.g. if the customer does not swear an oath of secrecy). (e.g. if the customer has made an affidavit or has not complied with a request to do so) or if there is any other serious reason, e.g. the customer has provided incorrect information or there is reasonable suspicion that the customer is using or intends to use the services improperly. Any security provided shall be released after termination of the contractual relationship, if the customer has settled all claims of Winkels.

13.2. Winkels shall be entitled to set off the security deposit against such claims which the customer does not settle despite the due date and a reminder.

13.3. Winkels shall return the security deposit if the above-mentioned conditions no longer exist.

13.4. Furthermore, Winkels may also refuse to conclude a contract on the grounds of insufficient creditworthiness.

14. credit agencies/CHUFA/CEG/BÜRGEL

14.1. Winkels shall be entitled to obtain information from credit agencies within the scope of the credit assessment. Winkels shall furthermore be entitled to transmit to the credit agencies the customer's data required for collection purposes due to non-contractual settlement (e.g. default summons applied for in the case of an undisputed claim, writ of execution issued, compulsory enforcement measures). Insofar as such data from other customer relationships accrue at a credit agency during the customer relationship, Winkels may also receive information about this. The respective data transfer and storage shall take place within the framework of the provisions of data protection law and only insofar as this is necessary to protect the legitimate interests of Winkels of a contractual

partner of the credit agency or the general public and the interests of the customer which are worthy of protection are not impaired thereby.

14.2. If consent has been given to obtain information from SCHUFA, CEG, Creditreform or BÜRGEL, this shall have the following scope:

„I/We agree that Winkels may provide SCHUFA HOLDING AG, Kormoranweg 5, 65201 Wiesbaden (SCHUFA), and/or CEG Creditreform Consumer GmbH, Hellersbergstraße 14, 41460 Neuss (CEG), and/or BÜRGEL Wirtschaftsinformationen GmbH & Co. KG, P.O. Box 500166, 22701 Hamburg, or any other credit reference agency receives data about the application, commencement and termination of this contract and receives information about me/us from SCHUFA/CEG/BÜRGEL. Irrespective of this, Winkels will also transmit data to SCHUFA/CEG/BÜRGEL on the basis of non-contractual behaviour (e.g. notice of termination due to default in payment, default summons applied for in the case of an undisputed claim as well as compulsory enforcement measures). According to the Federal Data Protection Act, these reports may only be made insofar as this is permissible after weighing up all the interests concerned. SCHUFA/CEG/BÜRGEL stores and transmits the data to its contractual partners in the European internal market in order to provide them with information for assessing the creditworthiness of natural persons. SCHUFA/CEG/BÜRGEL's contractual partners are primarily credit institutions, credit card companies and leasing companies.

In addition, SCHUFA/CEG/BÜRGEL provides information to commercial, telecommunications and other companies that provide services and supplies against credit. SCHUFA/CEG/BÜRGEL will only make personal data available if a justified interest in this has been credibly demonstrated in the individual case. SCHUFA/CEG/BÜRGEL discloses address data for the purpose of determining debtors. When providing information, SCHUFA/CEG/BÜRGEL may also provide its contractual partners with a probability value calculated from its database in order to assess the credit risk (score procedure).

I/We can obtain information from SCHUFA/CEG/BÜRGEL about the data stored concerning me/us (SCHUFA HOLDING AG, Kormoranweg 5, 65201 Wiesbaden, www.schufa.de; CEG Creditreform Consumer GmbH, Hellersbergstraße 14, 41460 Neuss, www.cegplus.de; BÜRGEL Wirtschaftsinformationen GmbH & Co. KG, Postfach 500166, 22701 Hamburg).“

15. liens, retention of title, property rights

15.1. We retain title to the goods vis-à-vis our customers until all claims arising from the current business relationship have been settled in full. Insofar as we agree with the customer on payment of the purchase price debt on the basis of the cheque - bill of exchange - procedure, the reservation also extends to the redemption of the bill of exchange accepted by us by the customer and does not expire through crediting of the cheque received by us.

15.2. We undertake to release the securities to which we are entitled at the customer's request insofar as the realisable value of our securities exceeds the claims to be secured by more than 20 %; the choice of the securities to be released is ours.

15.3. A transfer of the object subject to the reservation of title or our ownership by way of security to a place other than the place of delivery or a sale is prohibited without our express consent. At our request, the customer is obliged to mark these objects in a clearly visible place with a sign indicating our ownership. The customer is also obliged to inform us immediately of any access by third parties to the goods, for example in the event of seizure or any damage, or of the destruction of the goods. Furthermore, he shall be obliged to take all other measures that may be necessary under the law of the location of the goods subject to retention of title or in our ownership by way of security in order to maintain our ownership without restriction, also with effect against third parties. Insofar as the third party is not in a position to reimburse us for the extrajudicial and judicial costs of a lawsuit pursuant to § 771 of the German Code of Civil Procedure (ZPO) or similar foreign legal remedies, the customer

shall be liable for the loss incurred by us. The customer must notify us immediately of any change of possession of the goods and of his own change of domicile or change of place of business.

15.4. The customer is obligated to treat the goods which are our reserved property or our property by way of security with care, to insure them adequately against theft, breakage, fire and water and, at our request, to apply to the insurer for a security confirmation (security certificate) in our favour and, at our request, to assign to us the claims against the insurer and the damaging party. If care, maintenance and inspection work is required, the customer must carry this out in good time at his own expense. The customer shall comply with the laws and regulations applicable to the possession and use of the goods. Should the customer fail to comply with the insurance obligation even after we have set a reasonable deadline, we shall be entitled to insure the goods delivered under retention of title accordingly at the customer's expense. Furthermore, the customer shall bear the risk of accidental loss of the goods for the duration of the retention of title.

15.5. The customer hereby assigns all claims arising from the resale or any other legal reason with regard to the delivered goods subject to retention of title or the goods in our ownership by way of security in the amount of the final invoice amount (including value added tax) of our claims including all ancillary rights with priority over his other claims, which accrue to him from the resale to the purchaser or for any other legal reason against third parties. This shall apply irrespective of whether the delivered goods have been resold without or after processing or mixing or blending. We accept the assignments. After the assignment, the customer is entitled to collect the claim irrespective of our own authority. However, we undertake not to collect the claim ourselves insofar as the customer duly meets his payment obligations and is not in default of payment and, in particular, no application has been made to open insolvency or composition proceedings against his assets or the customer ceases to make payments. If this is the case, however, we may demand that the customer informs us of the assigned claims and their debtors, hands over all documents required for collection and informs the debtors or third parties of the assignment.

15.6. The handling and processing of the goods subject to retention of title or of the goods which are our property by way of security by the customer shall always be carried out in our name and on our behalf, without any liabilities arising for us as a result. If processing is carried out with items not belonging to the customer, we shall acquire co-ownership of the new item in the ratio of the value of the goods delivered by us (final invoice amount plus VAT) to the other processed items at the time of processing. In all other respects, the same shall apply to the item created by processing as to the purchased item delivered subject to reservation of title. This also applies if the customer acquires sole ownership through activities according to sentence 2. The preservation for us is free of charge. If the object of sale is inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the goods delivered for us (final invoice amount plus VAT) to the other mixed objects at the time of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it is agreed that the customer shall transfer co-ownership to us on a pro rata basis. The customer shall hold the sole ownership or co-ownership thus created in safe custody for us free of charge.

15.7. In the event of conduct by the customer in breach of the contract, in particular in the event of default in payment, we shall be entitled, after setting a reasonable deadline, to take back or demand return of the items delivered. The taking back - also by way of seizure - of the object of sale and the demand for surrender by us shall constitute a withdrawal from the contract. We shall be entitled to realise the object of sale after it has been returned to us; the proceeds of the realisation shall be credited against the customer's liabilities - less any deductions. reasonable realisation costs.

15.8. During normal business hours, our agents are entitled to inspect the delivered goods subject to retention of title or the goods which are our property by way of security at the customer's premises and may mark them as belonging to us.

15.9. For all services and measures in connection with the provision, administration, release and realisation of collateral as well as in connection with the utilisation of co-obligated parties, we may charge an appropriate fee within the scope of § 315 of the German Civil Code (BGB). In addition, the customer shall bear all other expenses and ancillary costs incurred in this connection, in particular storage fees, storage costs, costs of supervision, agent's commissions and legal costs.

16. damages for non-performance

16.1. Insofar as Winkels is entitled to a claim for damages against the customer in the event of complete or partial non-fulfilment of the contract by the customer, Winkels shall be entitled to claim at least 25% of the purchase price attributable to the goods not delivered as a contractual penalty. The customer is at liberty to prove that a lesser damage has actually occurred. The customer is expressly permitted to prove that no damage or reduction in value has occurred at all or that it is significantly lower than the lump sum. We are allowed to prove that a higher damage has occurred.

16.2. In the event that Winkels takes back the goods for reasons for which the customer is responsible, Winkels reserves the right to claim reconditioning costs and a reduction in value, without prejudice to the assertion of further claims for compensation.

17. delay

17.1. In the event of default, the customer may set Winkels a reasonable deadline for performance, at least in text form. A time limit is reasonable if it is at least 3 weeks. After expiry of this period, the customer may withdraw from the contract in whole or in part.

17.2. Upon Winkels' request, the customer shall be obliged to declare whether it will withdraw from the contract due to the delay in performance or insist on the performance. Such request shall be made during the period referred to in the first subparagraph of this Section (Delay), first sentence, and with reasonable notice before its expiration. Winkels shall remain entitled to performance until receipt of the reply by Winkels.

The following sub-paragraphs of this item (default) remain unaffected by this.

17.3. If the customer claims damages instead of performance and if the contract does not provide for a date for the end of a transfer period, the obligation to pay shall be limited to twice the monthly remuneration for the product concerned.

17.3.1. The claim to performance is excluded as soon as the customer has demanded compensation for damages instead of performance.

17.3.2. If the contract provides for a date for the end of a transfer period, the claim for damages is limited to 8% of the total remuneration for the product concerned.

17.4. Claims of the customer for compensation of lost profit are excluded.

Limitations of liability do not apply if damages resulting from injury to life, body or health or claims under the Product Liability Act are affected or guarantees are affected. Furthermore, liability for the breach of obligations, the fulfilment of which is a prerequisite for the proper execution of the contract and on the observance of which the customer may regularly rely, shall remain unaffected. The same shall apply to breaches of duty by Winkel's vicarious agents.

17.5. Product-specific provisions are also contained in the special provisions for special services. They shall apply in addition to and, in the event of any conflict with the terms of these general conditions, shall prevail.

17.6. Insofar as liability is not excluded or an exclusion proves to be legally non-excludable, liability shall be limited to the foreseeable damage typical for the contract.

18. defect classification/classification procedure/cooperation of the customer

18.1. Unless otherwise agreed, a distinction is made between the following four classes within the scope of warranty and service:

18.1.1. A defect preventing operation shall be deemed to exist if the use of the respective service is impossible or severely restricted.

18.1.2. An operationally impeding defect exists if the use of the respective service is significantly restricted. An operationally obstructive defect shall also be deemed to exist if the slight defects as a whole lead to a considerable restriction in the use of all individual services.

18.1.3. A slight defect exists if the use of the respective service is possible with slight restrictions.

18.1.4. There is no defect, but there are nevertheless slight restrictions which hinder or prevent operation.

18.2. Winkels shall decide on the classification of the occurring restrictions as operationally hindering, operationally hindering and slight defects or no defect, taking due account of the customer's opinion.

19. duty to reprimand

19.1. If the purchase is a commercial transaction for both contracting parties, the Buyer shall inspect the goods immediately after delivery by the Seller, insofar as this is feasible in the ordinary course of business, and, if a defect becomes apparent, shall notify the Seller without delay.

19.2. If the buyer fails to notify us, the goods shall be deemed to have been approved, unless the defect was not recognisable during the inspection.

19.3. If such a defect is discovered later, notification must be made immediately after discovery; otherwise the goods shall be deemed to have been approved also in view of this defect.

19.4. If we have fraudulently concealed the defect, we cannot invoke these provisions.

20 Liability for defects/period of limitation

20.1. In principle, there is a statutory right of liability for defects, unless otherwise stipulated.

20.2. If the delivered item does not have the quality agreed between the customer and us or if it is not suitable for the use presupposed according to our contract or if it is not suitable for the usual use and has a quality which is usual for items of the same type and which the customer can expect according to the type of item or if it does not have the qualities which he could expect according to our public statements, we are obliged to subsequent performance.

20.3. An insignificant defect or insignificant reduction of the suitability is irrelevant. Defects and consequential damage caused by improper use or handling of the goods by the customer are also not covered by the warranty rights. The same applies to excessive use, i.e. use not in accordance with the contract, in the case of wearing parts.

20.4. Subsequent performance shall be effected vis-à-vis entrepreneurs at our discretion by remedying the defect (rectification) or delivery of new goods, vis-à-vis consumers at his discretion.

20.5. We shall be entitled to demand supplementary performance without prejudice to § 275 para. 2 and 3 BGB if it is only possible with disproportionate costs.

20.6. Customers may only assert claims for damages due to a defect if subsequent performance has failed. This shall not affect its right to assert further claims for damages in accordance with the „Liability“ section.

20.7. For entrepreneurs, the limitation period for new goods is one year from the transfer of risk, for

used goods the liability for defects is excluded. This does not apply to claims for damages and reimbursement of expenses due to defects in accordance with the section „Liability“. The limitation period shall also remain unaffected in the event of a delivery recourse pursuant to §§ 445 a, 478 BGB; it shall be five years from delivery of the defective item.

21. liability

21.1. We exclude our liability for slightly negligent breaches of duty, unless damages resulting from injury to life, body or health or claims under the Product Liability Act are affected or guarantees are involved. Furthermore, liability for the breach of obligations, the fulfilment of which is a prerequisite for the proper execution of the contract and on the observance of which the customer may regularly rely (essential contractual obligations), shall remain unaffected.

21.2. In the case of negligently caused damage to property and financial loss, we shall only be liable in the event of a breach of an essential contractual obligation, but the amount shall be limited to the damage foreseeable at the time of conclusion of the contract and typical for the contract.

21.3. The same applies to breaches of duty by our vicarious agents.

22. other liability

22.1. Liability is conclusively regulated for default under the heading Default and for liability for defects under the heading Liability for defects.

22.2. Apart from that, Winkels shall be liable for damages for which it is responsible as follows:

22.2.1. for property damage up to 100,000 euros per contract;

22.2.2. the liability for pecuniary loss is limited to 100,000 euros per contract.

22.2.3. Claims for loss of profit are excluded.

Limitations of liability do not apply if damages resulting from injury to life, body or health or claims under the Product Liability Act are affected or guarantees are affected. Furthermore, liability for the breach of obligations, the fulfilment of which is a prerequisite for the proper execution of the contract and on the observance of which the customer may regularly rely, shall remain unaffected. The same shall apply to breaches of duty by Winkel's vicarious agents.

22.3. In the case of negligently caused damage to property and financial loss, we shall only be liable in the event of a breach of an essential contractual obligation, but the amount shall be limited to the damage foreseeable at the time of conclusion of the contract and typical for the contract.

23. offsetting prohibition

The entrepreneur is not entitled to offset his own claims against our claims for payment unless the claims are based on the same contractual relationship or they are undisputed or have been legally established.

24. right of retention

The entrepreneur is only entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

25. severability clause (partial invalidity)

Should one of the provisions be invalid, this shall not affect the validity of the remaining provisions.

26 Applicable law, place of jurisdiction and ancillary agreements

26.1. The contract, including these GTC, is subject to the substantive law of the Federal Republic of Germany. The provisions of the Vienna UN Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG, UN Sales Convention) shall not apply. This choice of law shall not apply if the consumer is thereby deprived of mandatory provisions of the law of the country in which he has his habitual residence.

26.2. In the event of legal disputes, our registered office shall be the place of jurisdiction if

26.2.1. the customer is a merchant or

26.2.2. the customer has no general place of jurisdiction in the territory of the Federal Republic of Germany or

26.2.3. the customer is a legal entity under public law.

26.3. We shall also be entitled to take legal action at any other place of jurisdiction provided for by law.

26.4. No ancillary agreements have been made.