

# GENERAL TERMS AND CONDITIONS OF ROOMHERO GMBH

## 1. SCOPE OF APPLICATION

1.1 For the business relationship between ROOMHERO GmbH (hereinafter referred to as "company") and its customers the following general terms and conditions of business (hereinafter referred to as "GTC") apply. The terms and conditions apply regardless of whether the customers are consumers or entrepreneurs.

1.2 Only the general terms and conditions of the company apply. Deviating or conflicting general terms and conditions of the customer require written confirmation by the company to be valid.

## 2. OFFERS

2.1 The company's offers are subject to an acceptance period. This period is one month, unless a different acceptance period has been agreed. Acceptances received after the expiry of the acceptance period must be confirmed in writing by the company. In the latter case, the company reserves the right to pass on price adjustments to the customer. For merchants, the final content of the contract results from the Company's written order confirmation, unless the Customer objects to it immediately.

2.2 If changes result from any errors made by the company in the offer, in the confirmation of order or in the issuing of an invoice, in particular also mistakes in the indication of prices, in the calculation or by incorrect addition, the company is entitled to contest or withdraw from the contract at its discretion.

## 3. CONTRACT AMENDMENT

3.1 If the company's procurement costs or wage costs for goods to be delivered or services to be rendered change after 4 months after conclusion of the contract, the company can demand an appropriate adjustment of the sales price. We reserve the right to make changes in shape, colour or weight as well as manufacturer's further developments and product modifications.

3.2 If the company or the manufacturer uses a special designation to designate the order or the ordered object of purchase, no rights can be derived from this alone. Likewise, technical descriptions and other information in brochures, in documents, on the homepage and from other sources of information are initially non-binding.

## 4. DEADLINES AND DATES

4.1 Delivery and assembly dates and processing deadlines are agreed individually or are specified by the company in the offer confirmation.

4.2 The customer must already inform the company at the time of conclusion of the contract about the expected time window on which the delivery or installation can take place. If delays occur, the customer must inform the company immediately and at least 12 weeks in advance.

4.3 If an agreed delivery or installation date cannot be met by the customer, the customer must inform the company at least 14 days before the agreed delivery or installation date. If the Customer does not give timely notice, he shall be liable for the resulting additional costs and the Company may store the ordered items at the Customer's expense in accordance with Clause 13.

## 5. APPROVAL; BEARING OF RISK

5.1 The company has the right to provide partial services and to invoice these separately. The customer must accept each partial performance within five working days. The material and performance risk shall pass to the customer upon delivery or completion of the installation.

5.2 After each assembly, the customer receives a digital assembly documentation, which serves as a handover protocol. The place of performance for deliveries is the registered office of the delivery company. If acceptance has been agreed, this is decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall apply accordingly to an agreed acceptance. If the customer is in default of acceptance, this shall be deemed equivalent to handover or acceptance.

## 6. GUARANTEE

6.1 Complaints for obvious defects must be reported to the company in writing within one week of delivery of the goods. Merchants remain obliged to the immediate examination and notification of defects according to §§ 377, 378 HGB (German Commercial Code). In the case of acknowledged defects, the company has the right to rectify the defect or to deliver goods free of defects; if this finally fails, the customer can demand a reduction in price or the return of the defective goods against reimbursement of the purchase price. The Company shall not be liable for wear and tear, damage to the goods due to improper handling by the customer, incorrect operation, use of accessories not recommended by the manufacturer, or alterations or repairs to the goods

where these have not been carried out by the Company. Claims for damages are limited to the amount of the purchase price in case of slight negligence by the Company.

6.2 Wood and fabric samples as well as colour charts and the like can only be used to approximately determine the goods to be delivered. We reserve the right to make changes in colour, material and equipment. Characteristics of furnishings are only deemed to be agreed if this has been done in writing. The company points out that real wood, leather and other natural products in particular show a considerable play of colours and patterns. Differences in colour and structure therefore do not constitute a defect.

## **7. LIMITATION OF PERIOD**

Claims for material defects become statute-barred 12 months after the transfer of risk. Excluded from this are fitted kitchens and other building materials. The performance of warranty work does not extend the period of limitation.

## **8. RESERVATION OF TITLE**

8.1 The company retains title to the goods delivered by it until full payment has been received.

8.2 If the customer is an entrepreneur, the following provisions shall apply additionally.

8.3 The delivered goods (reserved goods) remain the property of the company until all claims that the company has against the customer now or in the future are fulfilled, including all balance claims from current account. If the customer behaves contrary to the contract - especially if he is in default of payment of a claim for remuneration - the company has the right to withdraw from the contract after the company has set a reasonable deadline for performance. The customer shall bear the transport costs incurred for the return. If the Company takes back the reserved goods, this already constitutes a withdrawal from the contract. It also constitutes a withdrawal from the contract if the Company seizes the reserved goods. The company may use the returned goods subject to retention of title. The proceeds of the realization shall be offset against the amounts owed by the Customer to the Company after deduction of a reasonable amount for the costs of the realization.

8.4 The customer must treat the reserved goods with care. He must adequately insure them at his own expense against fire, water and theft damage at replacement value. If maintenance and inspection work becomes necessary, the customer must carry it out in good time at his own expense.

8.5 The customer may use the reserved goods and resell them in the ordinary course of business as long as he is not in default of payment. However, he may not pledge the goods subject to retention of title or assign them

by way of security. The customer's claims for payment against his customers from a resale of the reserved goods as well as those claims of the customer with regard to the reserved goods which arise for any other legal reason against his customers or third parties (in particular claims from tort and claims for insurance benefits), including all balance claims from current account, the customer hereby assigns to the company in full by way of security. The company accepts this assignment.

8.6 The customer may collect the assigned claims on his account in his own name for the company as long as the company does not revoke this authorization. The right of the company to collect these claims itself shall not be affected by this; however, the company shall not assert the claims itself and shall not revoke the direct debit authorization as long as the customer duly meets his payment obligations.

8.7 If the customer behaves contrary to the contract - in particular if the customer is in default with the payment of a fee claim - the company can demand that the customer discloses the assigned claims and the respective debtors, notifies the respective debtors of the assignment and hands over to the company all documents as well as all information required by the company to assert the claims.

8.8 In the event of seizure of the reserved goods by third parties or other interventions by third parties, the customer must point out the company's ownership and must inform the company immediately in writing so that it can enforce its ownership rights. If the third party is not able to reimburse the Company for the judicial or extrajudicial costs incurred by the Company in this connection, the Customer shall be liable for these costs.

8.9 At the customer's request, the company is obliged to release the securities to which it is entitled at its discretion to the extent that their realisable value exceeds the value of its open claims against the customer by more than 10%.

## **9. TERMS OF PAYMENT**

9.1 The company charges 100% of the order volume for the first order when the contract is concluded. From the second order on, the company will invoice 50% of the order volume upon conclusion of the contract. A further 40% will be invoiced 10 days before delivery, and the remaining 10% after execution of the order. The respective invoiced amount is due for payment immediately. Unless otherwise agreed in writing, invoices are to be paid within 10 days net cash before delivery.

9.2 The company reserves the right to demand payment in advance or cash on delivery. If cheques or bills of exchange are accepted on account of performance, discount and bank charges shall be borne by the customer. In case of default of payment or considerable deterioration of the financial circumstances of the customer, the company can make open claims immediately due and payable and demand payment net cash on delivery for services not yet performed or withdraw from the execution of the contract with immediate effect. Only undisputed or legally established claims may be offset against claims of the company.

## 10. ASSIGNMENT

The company is entitled to assign all existing and future claims arising from the contractual relationship in whole or in part and with or without notification of the customer to a factor. The company is further authorized to collect the claims against the customer for the account of the factor.

## 11. BEARING OF RISK FOR TRIAL DELIVERY AND SAMPLE PRODUCTION

Goods delivered for testing, sample production or on loan, as well as objects provided for rent, are delivered to the customer at his risk and remain with him at his risk. He is liable for improper use, damage and accidental loss.

## 12. PLANNING AND CONCEPTS

12.1 Plans and concepts created by the company and offers made by the company itself are protected by copyright. Further use may only be made with the written permission of the company, unless a contract for planning services subject to a charge has been drawn up in writing beforehand. In the event of unauthorised use, the company will invoice the planning service subsequently. If the customer initiates changes after completion of the implementation planning or release of the plans, the planning changes will be remunerated according to the time spent. Proof of the time spent shall be submitted to the client for review in a timely manner, at least monthly.

12.2 The following hourly rates (excluding value added tax) are used as the basis for remuneration according to time spent, which also includes travel time.

- Project manager 125,00 Euro net
- (Interior) architect / engineer 95,00 Euro net
- Design engineer / technician 65,00 Euro net
- Technician 55,00 Euro net
- Textile fitter / interior decorator 65,00 Euro net
- Other employees (technical draftsmen, typists) 55.00 Euro net

12.3 All incidental expenses of the company are to be paid by the client after prior approval by the client and upon presentation of the original receipts. Otherwise, the remuneration of the company is based on the fee regulation of the version of the Fee Regulations for Architects and Engineers (HOAI) valid at the time of invoicing.

## 13. DELIVERY

13.1 Deliveries are made at the expense and risk of the customer. A separate agreement is required for deliveries outside the Federal Republic of Germany and for island deliveries. The delivery period is regularly, depending on the article and place of delivery, between 6 and 8 weeks after receipt of payment by the customer. At the request of the customer, a transport insurance to be paid for separately can be arranged.

13.2 In the case of consumers, the risk of accidental loss and accidental deterioration of the sold goods in the case of sale by delivery to a place other than the place of performance shall pass to the consumer or to a recipient designated by the consumer. This applies regardless of whether the shipment is insured or not. Otherwise, the risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon delivery, in the case of mail order purchases upon delivery of the goods to the carrier or other person or institution designated to carry out the shipment. The handing over of the goods is the same if the customer is in default of acceptance.

13.3 After notification of readiness for delivery of the ordered goods, the company will store them for up to 14 days free of charge for the customer. For the time of storage the company is only liable for intent and gross negligence. From the 15th day onwards, the company reserves the right to charge storage costs. For this the company charges the customer 8.00 Euro net per cubic meter and per day.

## 14. ASSEMBLY; FREEDOM OF DELIVERY AND CONSTRUCTION

14.1 In order to enable delivery or assembly, the customer must, within the scope of his possibilities, provide sufficient parking facilities at the place of delivery and describe the parking situation to the company in an appropriate manner. The customer is responsible for ensuring that the transport to the apartment or the delivery point specified by him can be carried out by the usual means of furniture transport and using any available lift. The place of delivery must be freely accessible (tidy and swept clean) and free from sources of danger. The customer must ensure that the place of delivery is not entered by unauthorised persons and is supplied with electricity and light. All other trades must be locked, especially the rooms must be dry. The company assumes no liability for damage due to residual moisture. Supply connections must be in technically perfect condition.

14.2 Should the company be prevented from carrying out its work, whether because of the nature of the place of delivery or because of other trades, it is entitled to stop the work and store all items at the customer's expense. Any costs (additional expenditure) arising from this shall be borne by the customer in accordance with section 13.

14.3 The assembly shall be carried out in accordance with the planning agreed with the customer. Subsequent requests for changes (be it with regard to positioning or the type and extent of the furniture) must be agreed in writing. In the case of kitchens, installation by the company is mandatory.

14.4 For the purpose of planning, the customer provides the company with correctly dimensioned plans and photographs. Alternatively, the customer can make use of the company's surveying service, for which a fee is charged. The customer shall inform the company unsolicited about the bearing capacity of walls, the type and course of supply lines and any special features. The customer is liable for the correctness of the measurements, information and documents provided by him. If it is found during installation that the structural conditions deviate from the information provided by the customer, the customer shall be liable for the resulting additional costs (new delivery, interim storage, additional expenditure) in accordance with section 13.

## 15. CANCELLATION POLICY

15.1 When concluding a distance selling transaction, consumers generally have a statutory right of withdrawal, about which the provider provides information below in accordance with the statutory model. In paragraph (2) there is a sample revocation form.

### Cancellation policy

You have the right to revoke this contract within fourteen days without giving reasons.

The withdrawal period is fourteen days from the day on which you or a third party, other than a carrier and designated by you, took possession of the goods.

In order to exercise your right of withdrawal, you must inform us of your decision to withdraw from this contract by means of a clear statement (e.g. a letter, fax or e-mail sent by post). You can use the attached model revocation form for this purpose, but this is not mandatory.

In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the end of the revocation period.

### Consequences of revocation

If you revoke this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a different type of

delivery from the cheap standard delivery offered by us), immediately and at the latest within fourteen days of the day on which we receive notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

We may refuse a refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier.

You must return or hand over the goods to us immediately and in any case within fourteen days at the latest from the day on which you inform us of the cancellation of this contract. This period shall be deemed to have been observed if you dispatch the goods before the expiry of the fourteen-day period.

You bear the direct costs of returning the goods. You shall only be liable for any loss of value of the goods if this loss of value is due to handling of the goods which is not necessary for testing the nature, properties and functioning of the goods.

15.2 In accordance with the statutory regulations, the company provides the following information on the sample revocation form:

### Sample revocation form

(If you want to cancel the contract, please fill out this form and send it back).

To:  
ROOMHERO GmbH,  
Moselstr. 27,  
60329 Frankfurt am Main/  
info@roomhero.de

I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following service (\*)

Ordered on (\*)/received on (\*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only in case of paper notification) - Date

(\* ) Delete as appropriate

## 16. PLACE OF JURISDICTION AND PERFORMANCE

The place of jurisdiction and place of performance is the company's registered office, insofar as contracts have been concluded with merchants, legal entities under public law or special funds under public law.

## 17. SETTLEMENT OF DISPUTES

The EU Commission has created an Internet platform for the online settlement of disputes. The platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online purchase contracts. Further information is available under the following link:

<http://ec.europa.eu/consumers/odr>. The company is neither willing nor obliged to participate in dispute resolution proceedings in front of a consumer arbitration board.

## 18. FINAL PROVISIONS

18.1 The company collects and processes personal data of the customer within the scope of its offer. In doing so, the company observes the respective applicable data protection regulations. Further information on data collection, processing and storage can be found in the separate privacy policy.

18.2 The law of the Federal Republic of Germany shall apply to contracts between the company and the customers, excluding the UN Convention on Contracts for the International Sale of Goods. The statutory provisions restricting the choice of law and the applicability of mandatory provisions, in particular of the state in which the customer as a consumer has his habitual residence, shall remain unaffected.

18.3 Should one of these contractual conditions be ineffective, it shall be replaced by the effective one which comes closest to the ineffective one. The validity of the remaining provisions shall not be affected.

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