

GENERAL TERMS AND CONDITIONS of GO IN UK Limited

§ 1. General Terms

- 1.1. These General Conditions apply to all present and future business transactions between GO IN UK Limited and the Customer.
- 1.2. GO IN UK Limited ("GO IN") is a subsidiary of GO IN GmbH, Germany, ("GO IN GmbH") with the purpose of marketing and selling GO IN products on the UK market.
- 1.3. The general terms and conditions of GO IN GmbH shall apply to all transactions between GO IN GmbH and any of its customers.
- 1.4. These General Conditions (the "General Conditions") apply to natural persons, legal entities and public bodies.
- 1.5. By his purchase order the buyer confirms that the goods are to be used within the context of his commercial business work and accepts these general conditions.
- 1.6. No general conditions which vary, conflict with, or add to these General Conditions, are contractually valid unless explicitly confirmed by GO IN in writing.

§ 2. Binding Contracts and Prices

- 2.1. Offers by GO IN are not binding unless confirmed in writing. Any reasonable technical alterations and changes in shape, colour and weight by GO IN are permitted.
- 2.2. By placing an order the Customer makes a binding offer to purchase the products ordered. GO IN has the right, but not the obligation, to accept incoming orders within two weeks of receipt. Acceptance of the order may be in writing in accordance with Condition 2.6 of the General Conditions, or by delivery of the merchandise to the Customer.
- 2.3. The binding nature of the contract is conditional on the correct and timely receipt of merchandise by GO IN from its suppliers and applies only where such failure is not attributable to GO IN, especially where the order by GO IN to its supplier is congruent with that of GO IN's customer. The Customer will be informed of the non-availability of the order.
- 2.4. Prices in the main catalogue, in the price list or published on the internet are not binding. Only those quoted in the most recently issued price list are definitive and are ex-works, GO IN GmbH's depot in Germany.
- 2.5. All prices are quoted in Pound Sterling (GBP) excluding Value Added Tax („VAT"). The rate of VAT charged will be the rate applicable in the United Kingdom at the date of the invoice.
- 2.6. After orders have been received, confirmations will be sent out, either by ordinary mail or by e-mail, stating the exact prices and terms of business. GO IN promises to keep to the terms of the agreement until such time as delivery is confirmed, provided the Customer fulfils his obligations thereunder.
- 2.7. These General Conditions are made available to the Customer at GO IN's office or by fax call-up. If the Customer orders online, the Acceptance will be sent by e-mail. If the Acceptance is sent by fax, the Customer may call up these General Conditions by fax.

§ 3. Minimum Orders, Orders

- 3.1. GO IN is not obliged to accept first orders whose total value is less than £500,-. Arrangements for subsequent orders with a total value of less than the minimum amounts above can be found in the latest catalogue under the heading "Sales Information".
 - 3.2. Sales orders must be in writing and delivered either by mail, fax, e-mail or online. Duplication of orders must be avoided at all cost. Costs incurred due to any resulting double shipment, will be at the Customer's expense.
- ### 4. The Sale of Samples
- 4.1. It is possible to order samples of individual items. GO IN reserves the right not to send specific collection items as samples (e.g. settees, sun loungers). For delivery of such samples shipping and packaging will be free of charge. Pre-payment of the sample is necessary.
 - 4.2. Intact samples may be shipped back to GO IN in their original packaging, free of transport and packaging costs and a credit for the full invoice value will be issued. The sample(s) must be returned no later than one month after their receipt by the Customer.
 - 4.3. Custom-made samples, e.g. customised items varnished in special colours or having unusual dimensions, cannot be taken back, nor can the Customer be reimbursed. As regards samples which have been otherwise customised, only those parts which can be re-used, such as padded seats or uncovered seats, will be credited.

§ 5. Packaging, Assembly, Operating and Maintenance Manual

- 5.1. All merchandise is protected by warehouse packaging and will be additionally protected by special transport packaging suitable for shipment. The costs of the special transport packaging are payable by the Customer and are shown in the catalogue under the heading "Sales Information".
- 5.2. The Customer is responsible for disposing of the packaging materials at his/her own expense.
- 5.3. In order to save on shipping costs, some items will be delivered unassembled and need to be assembled by the Customer. GO IN is not liable for faulty assembly by the Customer. If the assembly instructions supplied prove faulty and lead to an inability to correctly assemble the parts, then GO IN's liability is limited to the supply of correct assembly instructions.
- 5.4. The Customer is obliged to follow the operating and maintenance manual enclosed with the product. The operating and maintenance manual is available to the Customer on our website, or on request via mail or e-mail, for information purposes before conclusion of the contract.

§ 6. Terms of Payment

- 6.1. The total invoice amount must be paid in advance. With payment in advance of delivery, a 2% discount on the total invoice amount is granted, except where payment is made by credit card, by COD or if the goods are picked-up by the Customer.
- 6.2. For ongoing business, the Customer may apply for a customer account, with a credit limit to be agreed. The processing of such an application will take approximately 3 weeks. The credit limit will depend on the Customer's credit-worthiness. The Customer must agree to pay all invoices within 14 days. If this deadline is not met and GO IN has to send a first reminder, GO IN will have the right to freeze the credit line until the outstanding balance has been paid. If a second reminder has to be sent, GO IN has the right to cancel the credit limit completely. GO IN will then also have the right to refuse any further deliveries to the Customer on a credit basis.
- 6.3. When payment deadlines have not been kept, GO IN reserves the right to demand interest at 8% p.a. above the current base rate of the Bank of England on the outstanding balance, from the date of the first reminder. GO IN is also entitled to claim for any additional damages it may incur as a result of late payment.
- 6.4. The Customer only has a right of offset when his objections have been either legally determined, have been accepted by GO IN or are not contested by them. The Customer can only apply a lien on merchandise in respect of claims arising from the same contract.

§ 7. Delivery Dates, Custom-made products

- 7.1. Orders requiring advance payments will not be processed until payment has been received by GO IN. Because of the inherent imponderables affecting transport, prescribed delivery dates such as "on arrival at the purchaser" are not binding.
- 7.2. GO IN will not be liable for negligence where delivery is delayed for a reason for which GO IN bears responsibility. Should the Customer set a reasonable deadline after there has been a delay in delivery, then he is entitled to withdraw from the contract should delivery be again delayed. The Customer shall only be entitled to a claim in respect of non-performance in the event of GO IN's gross negligence, or if it can be shown that the delays were intentional on GO IN's part. In any event GO IN's liability is limited to 50% of any actual damage incurred. GO IN's obligation to maintain delivery dates is always conditional upon the Customer's timely and correct fulfilment of his obligations.
- 7.3. Custom-made items, customised colours, upholstery pieces and the like will require partial advance payment as soon as confirmation has been received. The amount of any advance payment is subject to mutual agreement.

§ 8. Risks, Merchandise Shipped to Customers

- 8.1. Risk of accidental destruction of or damage to the merchandise becomes the responsibility of the Customer as soon as the merchandise leaves GO IN GmbH's depot in Germany or GO IN's business premises in the UK, as the case may be. The same applies should the Customer fail to promptly collect the merchandise on the agreed date.
- 8.2. Where the sales contract provides for the merchandise to be shipped to the Customer, GO IN will instruct a forwarder to

ship the merchandise on a c.i.f. basis on behalf of the Customer. The charge to the Customer for such transport shall be in accordance with whichever price is valid at the time of shipment and will include shipping insurance and the cost of special transport packaging. The shipper will only deliver the merchandise to the address requested by the Customer. He is not required to unload the merchandise, and GO IN cannot oblige him to do so.

- 8.3. Collection of the merchandise by the Customer at GO IN GmbH's depot in Germany or at the business premises of GO IN in the United Kingdom must be specifically pre-arranged between the Customer and GO IN. The Customer will be responsible for the cost of special transport packaging and of shipping insurance. Where the Customer has the merchandise collected by his own shipper at GO IN GmbH's depot in Germany or at the business premises of GO IN in the United Kingdom, he will be responsible for the transport insurance.
- 8.4. The Customer undertakes to check the merchandise immediately upon delivery, for visible damage during shipment and for its completeness and correctness. If merchandise has been damaged or is missing, the Customer must note this on the delivery note and have it confirmed in writing by the driver. After receipt, the Customer is obliged to unpack the merchandise and examine it for possible hidden damage, which might have been caused during transport. The Customer must immediately advise GO IN of any such transport damage. The transport packaging materials should be kept, in case the merchandise needs to be returned. Where the Customer collects the merchandise from GO IN GmbH's depot in Germany, or from the business premises of GO IN in the UK, delivery is deemed to take place on handing over of the merchandise.
- 8.5. Where the Customer collects the merchandise himself, he is obliged, immediately upon handover, to check its condition, correctness and completeness. Any damage or missing items must be advised to GO IN personnel immediately. The shipment is deemed to have been received at this moment. In such cases, the Customer has no claim whatever for any damage arising during transport, and the time limit provided for in Condition 11.3 hereof does not apply.

§ 9. Delay in Acceptance

- 9.1. Should the Customer delay, or be unable to confirm, acceptance of the merchandise on the agreed date then GO IN is entitled to demand compensation for any resulting loss or damage - in particular for storage and other costs. As regards risk in such cases, see Condition 8.1 above.

§ 10. Retention of ownership

- 10.1. In spite of delivery having been made, property in the merchandise shall not pass from GO IN to the Customer until:-
 - 10.1.1. the Customer shall have paid the Price plus VAT in full; and
 - 10.1.2. no other sums whatever shall be due by the Customer to GO IN.
- 10.2. Until property in the merchandise passes to the Customer in accordance with Condition 10.1 above, the Customer shall hold the merchandise and each of them on a fiduciary basis as bailee for GO IN, handle the merchandise with care, at his own expense be responsible for the care and maintenance of the merchandise as required, inform GO IN immediately of any change in possession of the merchandise, of any changes in the location of the Customer's business premises or of any seizure of the merchandise by any third party, as well as of any possible damage to or destruction of the merchandise, and provide GO IN with the information required to take legal action, and to hand over any necessary documents. The Customer shall store the merchandise (at no cost to GO IN) separately from all other goods in its possession and marked in such a way that it is clearly identified as GO IN's property.
- 10.3. In the event of any breach of contract by the Customer, in particular payment default or failure to comply fully with the terms of Condition 3, GO IN has the right to immediately demand the return of the merchandise and to cancel the contract.
- 10.4. Notwithstanding that the merchandise (or any of it) remains the property of GO IN, the Customer may sell or use the merchandise in the ordinary course of the Customer's business at full market value for the account of GO IN. Any such sale or dealing shall be a sale or use of GO IN's property by the Customer on the Customer's own behalf and the Customer shall deal as principal when making such sales or dealings. Until property in the merchandise passes from GO IN the entire proceeds of sale or otherwise of the merchandise shall be held in trust for GO IN and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as GO IN's money.
- 10.5. Until such time as property in the merchandise passes from GO IN, the Customer shall upon request deliver up to GO IN such of the merchandise as has not ceased to be in existence or is sold. If the Customer fails to do so, GO IN may enter upon any premises owned, occupied or controlled by the Customer where the merchandise is situated and repossess the merchandise. On the making of such request the rights of the Customer under Condition 10.4 above shall cease.
- 10.6. The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the merchandise which is the property of GO IN. Without prejudice to the other rights of GO IN, if the Customer does so, all sums whatever owing by the Customer to GO IN shall forthwith become due and payable.
- 10.7. The Customer shall insure and keep insured the merchandise to the full Price against „all risks" to the reasonable satisfaction of GO IN until the date that property in the merchandise passes from GO IN, and shall whenever requested by GO IN, produce a copy of the policy of insurance. Without prejudice to the other rights of GO IN, if the Customer fails to do so all sums whatever owing by the Customer to GO IN shall forthwith become due and payable.

§ 11. Warranty

- 11.1. Only GO IN's descriptions of the characteristics of the merchandise are valid. Public statements, product reviews or advertisements by GO IN are not contractually binding descriptions of the merchandise. The colour samples in the catalogue are not binding.
- 11.2. The duration of the product warranty is 1 year. Warranty is invalid for merchandise which is not used as prescribed or which has been altered. The same applies to non-observance of the operating and maintenance manual according to Condition 5.4.
- 11.3. The Customer is obliged to check the shipment immediately upon receipt, in order to determine whether the merchandise has been damaged, or whether there is a discrepancy in the nature or quantity of the merchandise. Notification of discrepancies in the quantity or nature of or damage to the delivered merchandise must be in writing and sent to GO IN within 14 days of receipt of the merchandise. Failure to do so results in the automatic cancellation of any right to any possible claim under the warranty. The same applies if the Customer, in spite of being aware that the goods are defective, puts the goods to use, by mounting and/or utilizing the product. As regards any claim, the onus for proving the damage itself, the timing of its discovery and for its timely notification to GO IN is on the Customer alone. Failure to timely notify GO IN, where a thorough and immediate examination of the merchandise could have established the existence of any damage or of any discrepancy in the quantity or in the nature of the merchandise received, will result in the cancellation of any right to any claim under the warranty. Small variations in size, colour and finish do not give rise to a warranty claim.
- 11.4. Short deliveries will be corrected. Where merchandise is proved to be defective, GO IN has the choice of replacing or repairing it. If neither is possible, then GO IN will grant the Customer an appropriate price reduction. GO IN has the right to demand appropriate damages from customers who use merchandise which is the subject of a claim without GO IN's specific authority. In case of construction defects, the Customer is bound to refrain from using the merchandise. Claims for damages, especially arising from damage occurring after the merchandise has been delivered, are unacceptable. The packaging materials must be kept by the Customer in case the merchandise needs to be returned by him.
- 11.5. Merchandise may only be returned with GO IN's consent. GO IN will not accept the return of items specially assembled or varnished or custom-made. GO IN will not accept the costs of repairs not specifically agreed by them.
- 11.6. The Customer's statutory rights are not affected by this clause.

§ 12. Final Clause

- 12.1. The contract between the parties and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.
- 12.2. Place of performance and jurisdiction for both parties is London. This applies even when the Customer is located outside the jurisdiction of the English courts and even if his location is unknown at the time an action is brought. In any event, GO IN has the right to sue the Customer at his place of residence.
- 12.3. Should any clause in the contract between GO IN and the Customer, including these General Conditions be, or become, partly or totally invalid, the validity of the remaining terms shall be unaffected. In such a case, the parties are required to replace the invalid provision with an agreed valid provision, which shall correspond as closely as possible with the invalid provision.