

## Terms & conditions of next home collection e. K.,

owner Thomas Schulte, Cologne

These business conditions apply to all current and future business relationships with entrepreneurs as defined in § 14 BGB.

### 1. General area of application, definitions

**1.1** Subject of the general terms and conditions is the sale of products, manufactured or distributed by next home collection e.K. such as lamps and lighting along with corresponding accessories including illuminants and others.

**1.2** Entrepreneurs or customers, in terms of these conditions, are all natural or juristic persons, as well as any other corporate entities with whom next home collection e.K. enters into any business relationship, concerning their business.

**1.3** No other general business conditions that differ from, are contrary or additional to these conditions can become a part of contracts with next home collection e.K., even if their existence is known, unless their application is specifically confirmed in writing by next home collection e.K..

### 2. Conclusion of contract

**2.1** next home collection e.K. is bound to its offers for 20 days starting the date of quotation. Value-added tax is not included in offered prices. All documents belonging to the quotation, such as figures, drafts, declarations of weight, stated measurements and performance information, which are included in price lists, brochures and other printed materials, are only approximate unless expressly designated as binding.

**2.2** Technical modifications as well as design changes remain reserved within reasonable bounds.

**2.3** All rights to documents related to the quotation, such as drafts, schemes, catalogues, cost estimates, calculations and samples are reserved by, and remain with Thomas Schulte next home collection e. K. These documents, no matter whether in the original, as a copy, or in another form, may not be made available to third parties without the explicit approval of next home collection e.K.

**2.4** By ordering products, the customer makes a binding offer to purchase the ordered goods. next home collection e.K. is entitled to accept the offer made in the order within two weeks of its receipt. Acceptance is usually declared by delivery of goods to the customer. It can, however, also be declared in writing.

**2.5** In the event of unavailability of the ordered item, the customer shall be informed within 14 days.

### 3. Reservation of proprietary rights

**3.1** next home collection e.K. remains the owner of all delivered goods until full payment of any accounts in connection with the current business relationship.

**3.2** Until the goods have been fully paid, the entrepreneur is obliged to handle the goods with care.

**3.3** The entrepreneur is obliged to inform the seller (next home collection e.K.), as the owner of the goods immediately of any seizure of the goods by third parties, as, for instance, in the case of a garnishment or attachment of property concerning the goods, or of any damage to or destruction of the goods. Moreover, the customer is obliged to immediately inform the seller about any changes in possession of the goods or changes of its own residence.

**3.4** If the buyer acts contrary to the contract, in particular concerning default in payment or the violation of an obligation according to section 3 (Reservation of proprietary rights) of these provisions, next home collection e.K. is entitled to withdraw from the contract and claim the return of the sold goods.

**3.5** The entrepreneur shall be entitled to resell the goods in regular business transactions. The entrepreneur assigns as of now all claims against third parties concerning the payment of a purchase price due to a resale as mentioned to next home collection e.K.. We hereby accept this assignment. Nevertheless, the entrepreneur shall be authorized to collect the assigned claims. next home collection e.K. has the right to assert and collect any such claim itself, should the entrepreneur fail to meet his financial obligations and fall in arrears with its payments.

The entrepreneur must provide the necessary information for the enforcement of the assigned claims and upon request is obliged to give next home collection e.K. a detailed list of receivables belonging to him. This list includes all information relevant to enforce the assigned claims.

**3.6** The processing of the goods by the entrepreneur always happens in the name on behalf of next home collection e.K. If goods are processed, manufactured or combined with goods that do not belong to us, next home collection e.K. becomes co-owner of the newly processed, manufactured or combined product in proportion to the value of goods delivered by next home collection e.K. to the rest of the processed items. This condition shall also apply if such goods are processed together or mixed with other items not belonging to us.

#### **4. Withdrawal**

Statutory regulations shall apply unless directly and explicitly excluded in these terms and conditions.

#### **5. Payments**

**5.1** The purchase price offered is binding in accordance with section 2 (offer and acceptance) of this contract. The purchase price shall be ex storage in Cologne. Prices do not include the statutory VAT.

**5.2** A customer/entrepreneur is in default of its payment obligation at the latest if its payment is not settled within 30 days after the due date and receipt of our invoice or equivalent list of payments. If the date of the reception of the invoice or equivalent list of payments is doubtful, the customer shall be in default latest 30 days after due date and reception of the goods.

**5.3** For the time being in default, the customer/entrepreneur must pay interest on the debt at a rate of 9% above the current base rate of the European Central Bank per year. next home collection e.K. reserves the right to provide evidence of any greater damage caused by default and claim corresponding compensation from the customer.

**5.4** The entrepreneur is entitled to offset payments only when its counterclaims are undisputed or have been determined without further legal recourse. In the event of considerable defects, the entrepreneur may only retain a portion of the payment to an extent corresponding to the defect and only if the defect exists beyond any doubt.

**5.5** The entrepreneur can only exercise its right of retention if its counterclaim is based on the same contractual relationship.

#### **6. Passing of risk**

**6.1** The risk of accidental loss and the accidental deterioration of the goods shall pass to the buyer with the delivery of the goods to the customer, in case of a sale by dispatch, with the delivery of the goods to the forwarding agent, the carrier, or any other person or institution charged with the execution of the shipment.

**6.2** If the buyer defaults on acceptance, this shall be deemed equivalent to a delivery.

**6.3** Partial deliveries to the buyer are allowed.

#### **7. Warranty**

**7.1** If the buyer is entrepreneur, next home collection e.K. may, according to its choice, compensate for defects of the goods either by amendment or replacement.

**7.2** The entrepreneur must inspect the goods supplied for defects, correctness and completeness without delay after their receipt. Entrepreneurs must notify us of any obvious defects within a period of two weeks from receipt of the goods; otherwise warranty claims are excluded. The punctual dispatch of the notification of defects is sufficient. The entrepreneur shall bear the full burden of proof for all claim requirements, in particular for the defect, the date of detection of the defect, and the punctual notification of the defect.

**7.3** For entrepreneurs, the warranty period is one year after delivery of the goods.

**7.4** Replaced parts or goods become the property of next home collection e.K., once the customer received the replacement.

**7.5** For entrepreneurs the agreed condition of the goods shall be deemed to be solely the product description of the manufacturer. Public comments, praise or advertisements of third parties shall not constitute any contractual statement regarding the condition of the goods.

**7.6** Further warranty or guarantees are not provided by next home collection e.K..

## **8. Limitation of liability**

**8.1** next home collection e.K. is not liable for minor negligent violations of inessential contract duties.

**8.2** The liability for damages caused by delay is limited to 0,5% of the purchase price of the delayed item to be delivered for each full week of delay and up to 5% of the total purchase price of the delayed goods.

**8.3** The aforementioned limitations of liability shall not apply if next home collection e.K. is violating duties intentional. The above mentioned limitations of liability do not affect claims of the buyer concerning product liability. Furthermore, the limitations do not apply to damages resulting from injury to body or health or loss of life, assignable to next home collection e.K.

**8.4** Claims for damages because of defects of the goods expire by limitation within one year after delivery of the goods. This shall not apply if next home collection e.K. can be accused of malice.

## **9. Concluding provisions**

**9.1** The law of the Federal Republic of Germany shall apply exclusively.

**9.2** Amendments and supplements to these terms and conditions have to be agreed on in the written form.

**9.3** The place of jurisdiction in the case of dealings with a merchant, a corporation under public law or a special fund under public law is the place of business of next home collection e.K. The same shall also apply if the entrepreneur does not have a general place of jurisdiction in Germany, or if its place of residence or customary place of abode is unknown on the date of the institution of legal proceedings.

**9.4** If individual provisions of the contract with the entrepreneur including these standard conditions and terms of business should be or become partly or wholly invalid, the validity of the remaining provisions will not be affected. The entirely or partially invalid provision shall then be replaced with a provision whose economic purpose comes as close as possible to the economic interests of both parties

Effective: 13.10.2015 ©2012-2015 next home collection e. K., owner Thomas Schulte, Cologne