

**General Terms and Conditions of Execution and Supply  
of Grimmer & Sommacal diffusion GmbH  
(hereinafter referred to as "Grimmer & Sommacal")(Valid from 01.01.2008)**

**1. General**

The supplies, services and offers of the firm of Grimmer & Sommacal are carried out exclusively on the basis of these terms and conditions of business. They also apply to all future business relationships, even when they have not been agreed expressly again.

**2. Conclusion of Contract**

The manufacturer commences production only when it has all orders to hand. Articles ordered in insufficient numbers are not manufactured. Hence the firm of Grimmer & Sommacal may also cut back the extent of the supply. The contract comes into force only when the firm of Grimmer & Sommacal have accepted the purchaser's order in writing.

**3. Cancellation**

The purchaser can cancel or amend the order, partially or completely, in writing, only within a period of two weeks from receipt of the order confirmation of the firm of Grimmer & Sommacal. Should the cancellation of the order take place after the expiration of this period, the firm of Grimmer & Sommacal is entitled to demand acceptance of the goods or 30% of the value of the goods as generalised compensation, insofar as the purchaser has not demonstrated that the firm of Grimmer & Sommacal suffered lesser losses. The right to assert higher losses is reserved expressly.

**4. Online B2B Orders**

If the buyer places orders directly on the manufacturer's B2B online platform, delivery and invoicing will be carried out exclusively by Grimmer & Sommacal diffusion to the buyer. The order is considered confirmed by the buyer when they send the confirmation by email to Grimmer & Sommacal. Once confirmed by the buyer, the buyer has no right to withdraw from the order. The contract is only concluded, when Grimmer & Sommacal confirms the buyer's online B2B order in writing, after obtaining the credit check.

**5. Reservation of Sub-supply/Force Majeure**

The contract is subject to correct and punctual sub-supply of the firm of Grimmer & Sommacal by the manufacturer.

The firm of Grimmer & Sommacal is not liable for acts of force majeure (e.g. bad weather, earthquakes, strikes, kidnappings, wars, civil unrest, natural catastrophes, pandemics etc.).

**6. Sale of Goods**

The purchaser is entitled exclusively to sell the ordered and supplied goods in the shop named in the order. Sale in branches is prohibited, unless the firm of Grimmer & Sommacal has agreed expressly in writing. Should the purchaser violate this, the firm of Grimmer & Sommacal is entitled to assert the full amount of the damage arising. Additional rights remain unaffected.

**7. Default of Payment / Due Payment**

If the buyer gets in default with one or more payments, the firm Grimmer & Sommacal is entitled to demand by registered letter the payment within two weeks of all at that time outstanding invoices, even if not yet due.

**8. Retention of Title**

The firm Grimmer & Sommacal reserves all the proprietary rights to all objects delivered by him to the buyer until the purchase price and until all open claims resulting from this business contract, including the future claims arising, have been paid in full.

**9. Applicable Law, Place of Jurisdiction**

Supply agreements concluded with the firm of Grimmer & Sommacal are, in all cases, subject to German law, even in respect of foreign contact (order from and/or supply abroad).

The UN Convention on Contracts for the International Sale of Goods of 11.04.1980 is excluded.

The place of jurisdiction is Munich.