

Döttling GmbH General Terms and Conditions

1 Scope

(1) All Döttling GmbH ("Döttling") supplies and services are provided exclusively in accordance with the following General Terms and Conditions (GTC). Differing customer terms of business or purchase to which Döttling has not given its explicit written agreement prior to or at the time the contract is made shall not be applicable to Döttling even if Döttling does not explicitly reject the application of such terms or if Döttling provides the supplies and services unconditionally in full knowledge of the customer's terms of business or purchase.

(2) The term "customers" within the meaning of the GTC refers to both consumers and entrepreneurs.

The term "consumers" within the meaning of the GTC refers to natural persons who enter into business relations with Döttling on an individual, private basis only and not in exercise of their commercial or self-employed professional activities.

The term "entrepreneurs" within the meaning of the GTC refers to natural or legal persons or partnerships with legal personality who or which enter into business relations with Döttling in exercise of their commercial or self-employed professional activities.

(3) Individual agreements reached with the customer in a specific case (including subsidiary terms, amendments, and additions) will in all cases take precedence over these GTC. Subject to evidence to the contrary, the exact terms of such agreements will be as specified in a written contract and/or in written confirmation from Döttling.

2 Offer, conclusion of the contract, and duty of performance

(1) Offers made by Döttling are non-binding and subject to change. This also applies if Döttling has supplied the customer with catalogues, technical documentation (e.g. drawings, plans, calculations, costings, or references to DIN standards), any other product descriptions, or documentation – including in electronic form – to which Döttling has reserved copyright and intellectual property rights. Minor deviations from the dimensions and weights stated in the product description may be made for technical reasons. This also applies to improvements made in support of technical developments.

(2) The purchase order placed by the customer with Döttling will be deemed a binding offer to contract. Unless otherwise stated in the purchase order, Döttling is entitled to accept such offer to contract within ten calendar days of its receipt by Döttling. Acceptance may be declared in writing (e.g. confirmation of order) or by delivery of the goods to the customer.

(3) The customer must check this confirmation of order immediately upon receipt and must make notification of any misstatements; if no such notification is given, the specifications in the confirmation of order will be deemed to have been agreed by contract between the customer and Döttling.

Döttling GmbH

Margret-Fusbahn-Str. 5
71063 Sindelfingen
Germany

Tel. +49 7031 43 74 56-0
Fax +49 7031 43 74 56-1
info@doettling.com

Ust-IdNr
DE 814622432
HRB 246183

Geschäftsführer
Andreas K. Schlittenhardt
Mark P. Wilms



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3 Prices

- (1) Unless otherwise agreed in writing, our prices apply ex-works to which are added packaging, freight, customs duties, statutory value-added tax, and any other costs for assembly/installation of the goods.
- (2) Packaging, freight, customs, and the costs of assembling/installing the goods will be charged for additionally.
- (3) Any special wishes on the part of the customer will be charged for additionally after the contract has been concluded.

4 Delivery and performance period

- (1) Unless otherwise agreed in writing the stated delivery dates are non-binding.
- (2) If the customer fails to accept within the time allowed (see 5) or if the customer culpably fails to cooperate as agreed during the course of production, e.g. by not providing information, documents, plans, or materials, Döttling will be entitled to demand compensation for the resulting losses, including additional costs; the agreed delivery periods will also be extended by a corresponding period of time without any liability on the part of Döttling.
- (3) Döttling's duty to provide the supplies and services will be suspended for as long as the customer is in default with settlement of an account payable.
- (4) If Döttling is unable to comply with binding periods of delivery and service for reasons for which Döttling is not responsible (unavailability of the supplies or services), Döttling will inform the customer accordingly without delay and, at the same time, give notification of the probable new period of performance. If the supplies or services are not available within the new period of performance, Döttling will be entitled to withdraw in whole or in part from the contract; any consideration already provided by the customer will be reimbursed by Döttling without delay.

5 Shipment and delay in acceptance

- (1) If the goods are shipped to the customer at the latter's request, the risk of accidental loss or accidental deterioration of the goods will pass to the customer upon transfer of the goods to the forwarding agent, the carrier, or any other person charged with execution of the shipment. This applies regardless of whether shipment is made from the place of performance or regardless of who bears the freight costs.
- (2) Unless otherwise agreed, Döttling is entitled to determine itself the form of shipment (including but not limited to forwarder, shipping route, packaging). Döttling will endeavor to accommodate any wishes of the customer with respect to mode and route of delivery. Any additional costs incurred as a result will be borne by the customer.
- (3) If the customer fails to accept within the time allowed or if delivery is delayed for reasons for which the customer is responsible, Döttling will be entitled to demand reimbursement for the resulting losses, including additional costs (for example storage costs). Döttling will make a charge for flat rate compensation in such cases amounting to 1% of the value of the order per calendar week, beginning on the delivery deadline or – when no such delivery deadline is specified – upon notification of readiness for delivery of the goods. Proof of higher losses and statutory claims (including but not limited to compensation for additional costs, appropriate compensation) remain unaffected; the flat rate will, however, be offset from any further monetary claims. The customer has the right to demonstrate that Döttling incurred no losses or that the losses incurred were significantly lower than the amount of the flat rate claim.

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6 Payment

- (1) The following payment targets are agreed for antique safes (Legends):
- 50% of the value of the order upon confirmation of the order
 - 25% upon completion of two-thirds of the restoration work
 - 25% upon completion, prior to shipment
- The following payment targets are agreed for all other Döttling safes and products:
- 50% of the value of the order upon confirmation of the order
 - 50% upon completion, prior to shipment
- (2) Unless otherwise agreed, all payments must be made within 14 days of invoicing. No prompt payment discount may be deducted. The customer will be deemed to be in default as soon as the above payment period has expired. Interest on arrears at the current rate will be added to the outstanding payment on which the customer has defaulted. The right to assert more extensive claims for damages is retained.
- (3) In the event of default in payment and the existence of well-founded doubts regarding the customer's ability to pay or credit standing, Döttling will be entitled, without prejudice to any of its other rights, to demand collateral or advance payments for outstanding deliveries and to call due all claims arising from the business relationship immediately.

7 Assembly

- (1) At the customer's request, Döttling will provide the installation/assembly services at a location stipulated by the customer. The costs of the services are not included in the purchase price for the goods.
- (2) The customer is responsible for assessing the suitability of the planned location for the safe. If the location chosen by the customer is unsuitable, this will not entitle the customer to withdraw from the purchase contract.
- (3) The customer is responsible for performing the structural analysis of the spaces. The installation engineers deployed by Döttling are not authorized to agree or provide assurances relating to prices. Döttling will only be bound by written agreements entered into by a properly authorized representative of Döttling.

8 Offsetting and retention

- (1) The customer is only entitled to offset counterclaims if these are legally final and binding or not disputed.
- (2) The customer is only entitled to exercise a right of retention if the customer's counterclaim is based on the same contractual relationship.

9 Retention of title

- (1) Döttling retains title to the goods supplied by it pending full payment of all its claims. The customer is not entitled to resell the goods during this time. Goods subject to retention of title may not either be pledged to third parties or assigned by way of security prior to full payment of secured receivables. The customer must notify Döttling in writing immediately if petition for bankruptcy has been filed or if third parties seize goods belonging to Döttling (e.g. attachment).
- (2) If the customer commits a breach of contract, in particular by failing to pay the due claims, Döttling will be entitled to withdraw from the contract in compliance with the law and to demand surrender of the goods subject to retention of title on the basis of such retained title.

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- (3) The customer must take good care of the goods until such time as title to them has passed to it. Any maintenance and inspection work which is required must be performed in good time by the customer at its own cost.

10 Warranty and notification of defects

- (1) Döttling provides warranty to entrepreneurs for defective performance in the form, at its own option, of subsequent improvement or replacement delivery. If the customer is a consumer, he or she may initially decide whether supplementary performance should take the form of subsequent improvement or replacement delivery. Döttling is, however, entitled to overrule the choice if it is only possible at unreasonable cost and the other choice would not cause significant disadvantages for the consumer.
- (2) After a period for subsequent delivery has expired unsuccessfully or if subsequent improvement or replacement delivery proves abortive, the customer will have the right to opt for a reduction in price or withdrawal from the contract. The customer will not, however, have a right of cancellation in cases of slight breach of contract only, in particular where there are only slight defects.
- (3) Entrepreneurs must check the supplies or services for completeness and freedom from defects without delay and must notify Döttling in writing of any obvious defects within a period of two weeks of receipt of the goods (by letter, fax, or e-mail); hidden defects in deliveries must be notified in writing within the warranty period in accordance with section 6 below. Warranty is excluded if notification is not provided in good time. Timely dispatch of notification is sufficient for observation of the deadline. The entrepreneur holds the full burden of proof for all the prerequisites of the claim, including but not limited to the defect itself, for its existence at the time of transfer/acceptance, for the time of the determination of the defect and for the timeliness of the notification of the defect.
- (4) Consumers must notify Döttling in writing of any obvious defects within a period of two months of determining such breach of contract by the goods. Defects which are discovered at a later time must be notified in writing within the warranty period in accordance with section 6 below. Warranty is excluded if notification is not provided in good time. Receipt of notification by Döttling is sufficient for observation of the deadline. The consumer holds the burden of proof for the time at which the defect is detected.
- (5) If the customer opts to withdraw from the contract owing to a legal or material defect following abortive supplementary performance, the customer will not be entitled to any further damages arising from the defect. If, following abortive supplementary performance, the customer opts to assert claims for damages, the goods will, where reasonable, remain in the possession of the customer. Damages will be restricted to the difference between the purchase price and the value of the defective goods. This does not apply if Döttling fraudulently caused the breach of contract.
- (6) The warranty period is one year following delivery of the goods for entrepreneurs and two years following delivery of the goods for consumers. The warranty period for used goods is generally one year following delivery of the goods provided that the customer has given notification of the defect in good time (see (3), (4) of this section 10 – Warranty and notification of defects). The properties of the goods are described exclusively in the confirmations of order issued by Döttling and the associated documents without these constituting a guarantee within the meaning of section 443 German Civil Code (BGB).
- (7) Damages which are the result of natural wear and tear or improper operation or treatment or to reworking by third parties which has not been approved by Döttling are explicitly excluded from the warranty. This also applies in particular to cases in which the coated, anodized, or other parts of the safe have been damaged by building moisture or building dirt or by reworking to locks and hinges; Döttling disclaims all liability for defects and damage caused by assembly by third parties.
- (8) Warranty claims must be made in writing describing the notified defect in detail.

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11 Limited liability

- (1) Döttling holds unlimited liability for willful intent, gross negligence, personal injury (loss of life, bodily injury, or damage to health), fraud, guarantee commitments, claims under the Product Liability Act (Produkthaftungsgesetz), and in other statutorily mandated cases.
- (2) Döttling will only be liable for slight negligence in cases of breach of specific contractual terms (material obligations) where the damage should have been prevented by compliance with the specific contractual term. A material obligation in this sense is an obligation fulfillment of which is indispensable for the performance of the contract and compliance with which a contractual party may regularly expect. In the case of material obligations, liability for breach is limited to foreseeable damages which are intrinsic to the contract. Döttling's liability for material damage is limited to the sum insured under its business liability insurance policy. In specific cases, Döttling will be willing to inform the customer of the corresponding sum insured. If the customer states that the sum insured is insufficient, the insurance may be increased accordingly at the customer's cost.
- (3) The above limitations on liability also apply in favor of Döttling's legal representatives and agents in performance if claims are made directly against them.

12 Legal venue, applicable law, and miscellaneous

- (1) If the customer has no general legal venue in Germany, the Stuttgart Regional Court is deemed to have exclusive jurisdiction for all disputes arising in connection with the business relationship. This applies accordingly if the customer is an entrepreneur. In addition, Döttling retains the right to bring an action against the customer at an alternative legal venue.
- (2) All the contractual and legal relationships between the parties are subject to the laws of the Federal Republic of Germany to the exclusion of the United Nation's Convention on the International Sale of Goods (CISG).
- (3) Döttling will not participate in a dispute resolution procedure brought before a German consumer arbitration board.
- (4) Changes and additions relating to the contractual relationship between the parties will only be valid if made in writing. This stipulation requiring written form can only be waived in writing. No verbal ancillary agreements have been made.
- (5) If one or more of the provisions of these GTC become ineffective or contain an omission, this will not affect the remaining provisions. Any ineffective provisions will be replaced by statutory rules.
- (6) The customer may only transfer the rights and duties arising from this contract to third parties with Döttling's explicit and prior written consent.

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