



TERMS AND CONDITIONS OF SLEEP-ID GMBH

1. Scope of Application

The Seller's terms and conditions set out below are applicable to all contracts executed between Buyer and Seller on the supply of goods and are also valid for all future business relationships, even if not expressly agreed again. The Buyer's general terms and conditions are not accepted by the Seller unless the Seller expressly agrees to their applicability in writing. This shall also apply in the event that the Seller performs the services despite knowing of opposing terms and conditions or despite knowing of terms and conditions that deviate from the existing Standard Conditions.

2. Quotes, Confirmation of Orders

The Seller's products are displayed in brochures, catalogues and prospectuses without engagement and on a non-binding basis. Legally binding contracts are executed exclusively if the Seller issues a confirmation of order. Should the Buyer not receive a separate confirmation of order, the Seller's delivery note shall constitute such confirmation.

3. Default in Delivery and Performance / Unilateral Changes in Services

3.1 Delivery dates shall be binding only if these were agreed in writing between Seller and Buyer. The agreed time for delivery is reasonably extended if the Seller's suppliers do not timely and completely provide the Seller with all materials that are necessary to produce the ordered products or if the Seller cannot observe the time limit due to force majeure etc. The Buyer shall also accept minor delays in delivery without a right to damages or cancellation of the contract. A right to withdraw only exists following a grace period of 12 calendar days.

3.2 The Buyer shall tolerate objectively justified and reasonable changes in the Seller's service obligations.

3.3 The Seller is entitled to make partial deliveries and issue the respective partial invoices.

4. Transfer of Risk, Shipment

4.1 The Seller's sales prices do not include costs of delivery and supply.

4.2 Unless expressly agreed otherwise, the Buyer shall bear transport costs and transport risks in the event of deliveries taking place.

4.3 Goods will be insured only at the Buyer's express written request and at the Buyer's expense.

5. Seller's Reservation of Title

The Seller retains the title to the goods pending payment in full. Any reservation of title shall only be regarded as withdrawal from the contract if an express notice of withdrawal has been issued.

6. Buyer's Payments / No Set-off

6.1 All payments shall be made directly by the Buyer. The Seller's invoices are due for payment within 30 days of delivery of goods. Cash discounts are only granted in connection with and on the basis of a corresponding agreement. Even in the event of the Buyer not being responsible for default in payment, the Seller may charge default interest at a rate of 10% above the basic interest rate. In the event of default, the Buyer shall also reimburse any dunning and collection charges which may arise.

6.2 The Buyer shall not retain payments if goods are faulty, unless it becomes apparent at first sight that the consignment is faulty.

6.3 The Buyer may not set off in any manner whatsoever his own claims against the Seller's claims.

7. Buyer's Warranty Rights and Complaints

7.1 The Seller is entitled to independently determine the form of warranty (repair of faulty goods, exchange of faulty goods against faultless goods, reverse transaction, price reduction or cancellation of the contract). The Seller is entitled to determine the type of warranty.

7.2 The Buyer shall prove that a fault had already existed upon transfer of the goods.

7.3 The Buyer shall inspect the goods immediately upon delivery. The Buyer shall notify any discovered faults no later than within 12 calendar days upon delivery of the goods by written notice to the Seller, indicating form and scope of the faults. In the case of hidden faults notification shall be made immediately upon their discovery.

7.4 If the Buyer does not or does not timely issue a complaint, the goods shall be deemed approved. In such cases, the Buyer cannot assert warranty or damages claims, including claims to consequential damage, nor can the Buyer assert his right of avoidance on the grounds of mistake.

7.5 The warranty period is generally six months from delivery with the exception of damages claims as stipulated in No. 8.1 below. The Buyer may not retain payment or any other contractual performance due to warranty claims.

7.6 Down-proof products:

Down comforters and pillows are high quality-natural products and are tested accordingly. However, in the case of natural materials it is normal that a few individual downs may still escape. Down-proof according IDFL Test-Method 20-1 Rotating box (version: April 2014).

8. Damages Claims

8.1 The Buyer may not assert damages claims in the case of slight negligence. This does not apply to cases of personal injury. Damages claims against the Seller become statute barred six months upon gaining knowledge of both damage and the damaging party, and in any event upon expiration of two years following the provision of the supplies or the performance of services, respectively.

8.2 The Buyer cannot assert recourse claims based on product liability pursuant to the German Product Liability Act, unless the Buyer can prove that the fault was caused in the Seller's sphere or was at least due to the Seller's gross negligence.

9. Place of Performance, Choice of Law, Place of Jurisdiction, Severability

9.1 The place of performance for both parties in respect of all obligations arising from the contractual relationship shall be the Seller's registered offices. The contract shall exclusively be governed by and construed in accordance with German law. The United Nation's Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.

9.2 The Court of Jurisdiction for any disputes arising between Seller and Buyer shall be the competent court at the Seller's headquarters.

9.3 Should any term hereof be invalid in whole or in part for any reason whatsoever, the remaining terms hereof shall not be affected thereby.

9.4 All agreements, subsequent changes, amendments and side agreements shall be made in writing to be effective.