

General terms and conditions of sale and supply for the BACKFORCE ONLINE SHOP of

Interstuhl Büromöbel GmbH & Co. KG
Brühlstraße 21
72469 Meßstetten-Tieringen
Germany

(Dated 08/2022)

1. Scope of applicability, consumers, entrepreneurs

- 1.1 These General Terms and Conditions apply for customers who order products in our online shop. Unless otherwise specified, they shall apply for both consumers and for entrepreneurs.
- 1.2 A consumer is any natural person who completes a transaction for purposes that are predominantly attributable to neither their professional nor self-employed activity (Section 13 German Civil Code). An entrepreneur is a natural or legal person or partnership with legal capacity which, on entering into a legal transaction, is acting within their trade, business or profession (Section 14 German Civil Code).
- 1.3 If you are an entrepreneur, the following applies: For all – including future – goods and services, these conditions alone shall apply. Deviating or additional conditions from you shall not form part of the contract, unless we have expressly agreed to this. In this case, they shall only be valid for the respective individual contract. Individual agreements always have priority.

2. Conclusion of the contract, text and language of the contract

- 2.1 The presentation of products in the online shop does not represent a legally binding offer but rather a non-binding online catalogue.
- 2.2 You can place the selected goods in the "shopping cart". We guide you through the ordering process on the "shopping cart" page. You can change and correct the information that you entered here by clicking on the corresponding buttons. Before completing the order, we again show you all of the data, in particular the shopping basket, the prices and your personal delivery and invoice data, and you can click on the corresponding buttons to change and correct these, if required.
- 2.3 When you click on the button "Place order and commit to pay", you place a binding order for the goods contained in the shopping basket. Confirmation of receipt of the order is sent immediately after the order is placed and does not represent the acceptance of a contract. We can accept your order either by means of an e-mail order confirmation or through the supply of goods within five working days.
- 2.4 The conclusion of the contract shall be subject to punctual delivery to us by our suppliers. This shall not apply if we are responsible for non-delivery, in particular if we have failed to enter into a congruent covering transaction. We shall inform you of any unavailable items and will refund any payments already made without delay.
- 2.5 You can view these General Terms and Conditions at any time at https://www.backforce.gg/docs/AGB-Backforce_eng.pdf save them as a PDF and print

them. We also store the text of the contract and send you the order details by e-mail. You can also print this data as an "Order confirmation" as part of the ordering process.

2.6 The language of the contract is German.

3. Cancellation

The provisions of this Item 3 shall only apply for consumers::

3.1 Cancellation policy

Right of cancellation

You have the right to cancel this agreement within fourteen days without providing any reason for doing so.

The cancellation period is fourteen days from the day you or a third party nominated by you who is not the carrier have or has taken possession of the goods.

To exercise your right of cancellation, you must send to us at the below address:

Interstuhl Büromöbel GmbH & Co. KG
Brühlstraße 21/ gate 14
72469 Meßstetten-Tieringen
Germany
Tel.: +49 7436 871-142
Fax: +49 7436 871-88142
E-Mail: info@backforce.gg

a clear statement (e.g. a letter sent by post, a fax or an e-mail) to inform us of your decision to withdraw from this agreement. You can use the attached sample cancellation form to do so, although this is not required.

It is sufficient to send notice that you are exercising your right to cancel before the end of the cancellation period in order to meet the cancellation deadline.

Consequences of cancellation

If you cancel this contract, we shall undertake to return all payments that we have received from you, including delivery costs (with the exception of additional costs incurred if you choose a delivery type other than the cheapest standard delivery we offer), promptly and at the latest within fourteen days from the day on which we receive your notice that you are exercising your right to cancel this agreement. We will use the same payment method for the refund as was used in the original transaction, unless we have expressly agreed an alternate arrangement with you. Under no circumstances will you be charged for this refund.

We can refuse to pay the refund until we have either had the goods returned to us or until you have provided evidence that you have returned the goods, whichever is earlier.

You must return the goods to us immediately and in any event within fourteen days of notifying us of the cancellation of this agreement at the latest. The period will have been observed if you return the goods before the period of fourteen days elapses.

You shall bear the direct costs involved in returning goods that can be sent in parcels.

You shall also bear the direct costs involved in returning goods that cannot be sent in parcels. The maximum costs of this are estimated to be approx. €200.00.

You shall only be liable for any diminished value of the goods resulting from the handling other than what is necessary to ascertain the condition, properties and functionality of the goods.

Exceptions to the cancellation

The right to cancellation shall not apply for contracts regarding the delivery of goods that are not prefabricated and for whose manufacture an individual selection or provision by the consumer is required or that is uniquely tailored to the personal requirements of the consumer.

3.2 Sample cancellation form

(If you want to cancel the contract, please complete and return this form.)

To:

Interstuhl Büromöbel GmbH & Co. KG
Brühlstraße 21/ gate 14
72469 Meßstetten-Tieringen
Germany
Tel.: +49 7436 871-142
Fax: +49 7436 871-88142
E-Mail: info@backforce.gg

I/We hereby withdraw from the agreement concluded by me/us for the purchase of the following goods/provision of the following service

Ordered on/received on

Name of the consumer(s)

Address of the consumer(s)

Signature(s) of the consumer(s)
(only when notice is given on paper)

Date

- 3.3 The cost estimate that is specified in the cancellation policy refers to sending back goods that cannot be sent in parcels from delivery zone 4. Returning goods from other delivery zones may cost less. For more information, see our shipping overview:
<https://www.backforce.gg/en/delivery>.

4. Delivery, reservation of self-supply

- 4.1 We only deliver to the country zones listed in the overview (<https://www.backforce.gg/de/delivery>). Customers who are not resident in one of the listed delivery zones have the option to have the ordered products delivered to a delivery address within the listed delivery zones.
- 4.2 If you are an entrepreneur, the risk passes to you as soon as we have handed over the delivery to the forwarding agent, carrier, or other person assigned to transport the goods.
- 4.3 Where required, assembled chairs are delivered to you in large-volume packaging that cannot be disposed of via the dual system. In this case, the forwarding agent shall take the packaging material back with them, if required. Let us know that you require this option when you place your order so that our forwarding agents can take this into consideration for the delivery.

5. Retention of title

The goods remain our property until payment is complete.

6. Prices, shipping costs

- 6.1 The prices stated at the time the order is placed shall apply.
- 6.2 Prices in our online shop are inclusive of the respective applicable statutory value-added tax, depending on the country of delivery.
- 6.3 Whether additional shipping costs are incurred shall depend on the product category and the country of delivery. You can find details about this in our shipping overview (<https://www.backforce.gg/en/delivery>).

7. Payment and invoicing

- 7.1 You can find out which methods of payment we accept in our terms and conditions of payment (<https://www.backforce.gg/en/payment>).
- 7.2 Instead of an invoice on paper, we can send you an electronic invoice (e.g. as a PDF document) by e-mail.

8. Offsetting and right of retention

You shall only have rights of set-off or retention only if your counter-claim has been established indisputably or by force of law or your counter-claim is based on the same contractual relationship.

9. Manufacturer guarantee, claims in the event of defective goods

- 9.1 You have legal claims in the event of defects. If a warranty is included in the description of the goods in the online shop, your legal rights with regard to defects shall remain unaffected by this.
- 9.2 If you are an entrepreneur, the following also applies:

- 9.2.1 You have immediately examined the received goods for defects. Visible defects must be reported immediately, within ten working days following delivery, non-visible defects must be reported within five days following their discovery, at least in writing. In the case of mutual commercial transactions among merchants, Section 377 of the German Commercial Code shall remain unaffected by this.
- 9.2.2 Deliveries must be received by you, even if the goods contain minor defects.
- 9.2.3 If claims are brought against you by a consumer or by way of recourse by an entrepreneur due to a defect in the goods, you must notify us of this immediately. Any recourse against us shall only be possible to the extent that you have not concluded any agreement with your customers that goes beyond the legal claims for defects.
- 9.2.4 The limitation period for claims due to defective goods is one year. This shall not apply to claims to compensation which are based on compensation for bodily injury or damage to health, or on malicious intent or gross negligence on our part or on the part of our vicarious agents. The statutory limitation period for recourse claims shall remain unaffected by this. The statutory limitation period of recourse claims as well as claims from any warranty also remain unaffected.

10. Liability

- 10.1 In the case of slight negligence, we shall be liable only if we have violated a key contractual obligation, i.e. an obligation whose fulfilment is essential to the proper execution of the contract or on whose fulfilment you may ordinarily rely. In such cases, our liability shall be limited to the damage according to the predictable and typical conditions and circumstances given at the time when the contract was concluded.
- 10.2 Our liability for damage resulting from injury to life, limb and health, for malicious intent and gross negligence, for the absence of a guaranteed characteristic and in accordance with the German Product Liability Act is, however, unlimited.
- 10.3 If you are an entrepreneur, the following also applies: The limitation period for your compensation claims which do not relate to defective goods is one year. This does not affect the limitation period of claims due to malicious intent or gross negligence as well as bodily injury or damage to health and due to the Product Liability Act.

11. Online dispute resolution, mediation

- 11.1 The European Commission provides a platform for extrajudicial mediation. This gives consumers the opportunity to resolve any disputes arising in conjunction with their online order without judicial intervention. The dispute resolution platform can be accessed via the external link <https://ec.europa.eu/consumers/odr/>.
- 11.2 Our e-mail address is: info@backforce.gg.
- 11.3 We shall make every effort to resolve any differences of opinion with our customers by mutual agreement. However, we are not willing to participate in dispute resolution proceedings arbitrated by a consumer arbitration board. Neither are we obligated to do

so.

12. Applicable law, legal venue, data protection, severability clause

- 12.1 German law shall apply with the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 12.2 If you are (a) a merchant, a legal person governed by public law or a separate legal entity under public law or you have (b) no general place of jurisdiction, or (c) moved your domicile or normal residence abroad after the conclusion of the contract or (d) neither your domicile nor your normal residence is known at the time the complaint is filed, our registered office shall be the exclusive place of jurisdiction; however, we are also entitled to bring suit against you at your registered place of jurisdiction. This Item 12.2 shall not apply if you are a consumer and you are resident in the European Union, Norway, Iceland or Switzerland.
- 12.3 Should one or several of these conditions be or become ineffective, then the validity of the remaining conditions shall remain unaffected by this.