

Terms of business

Regulations governing distance selling contracts, and terms and conditions of revocation as well as the general terms of business of **Syr-Int. e.K.**.

As we are a business employing a distribution system that largely relies upon distance selling, we would like to inform you about the following:

Distance Selling Regulations

1. Basis

The regulations relating to distance selling apply to contracts drafted for the delivery of goods or the provision of services between a business and a private consumer, relying exclusively on the use of telecommunications within a distribution or service system developed for distance selling,
§312b Abs. 1 BGB.

2. Contract between a business and a consumer

The regulations relating to distance selling apply only to contracts drafted between a business (§ 14 BGB) and a consumer (§ 13 BGB). The regulations relating to distance selling do not apply to contracts between two businesses.

3. Telecommunications

Telecommunications means, in this instance, any technology which allows the initiation or the conclusion of a contract without the simultaneous presence of both contractual parties. This could include letters, catalogues, telephone calls, faxes e-mails, teleshopping and media services (internet). Should the process of drafting a contract be initiated by means of telecommunication, but completed during the course of a face-to-face meeting of both contractual parties, then the regulations relating to distance selling do not apply.



4. The consumer's right of revocation

§ 312d BGB states that the consumer has a right of revocation according to § 355 BGB. The consumer must register revocation on a permanent data carrier or by returning the item within the two-week revocation period. The revocation takes effect when the consumer dispatches it and not when it is received by the company.

Beginning of the period of revocation:

- for the delivery of goods, the period of revocation does not begin before the day the goods are received; for the periodical delivery of similar goods, not before the date of receipt of the first partial delivery.

5. Consequences of revocation

Should the consumer exercise his right of revocation, then he is obliged to return the goods received. The costs for the return of the goods are, in principle, to be borne by the business. However, for orders of up to €40.00 the consumer is liable for the cost of returning the goods, unless the goods delivered do not correspond to those ordered. The consumer is liable to pay compensation for any damage caused to the goods, even when handled correctly, as long as he has been informed in writing of this legal consequence at the latest by the time the contract has been concluded and has been informed as to how any such damage is to be avoided.

6. In accordance with § 312d Abs. 4 BGB no right of revocation exists for:

contracts for the delivery of goods which are manufactured specifically for the consumer, or are clearly tailored to the personal requirements of the consumer.

Please do not hesitate to contact us should you have any further questions relating to distance selling or our general terms of business.



Terms and conditions of revocation

The consumer shall have a right of revocation. It shall not be necessary to give reasons for revoking the contract. The contract must be revoked in writing (e.g. letter, fax, e-mail) or by returning the product within a period of two (2) weeks. This period shall commence as soon as the customer becomes aware of his right of revocation. The period for exercising the right of revocation shall be deemed complied with if the contract is revoked in writing or the product returned in due time.

The revocation must be proclaimed in writing to:

Syr-Int. e.K. - Holder Gregor Postler

Freiheit 7

12555 Berlin, Germany

Fon: 030 - 654 98 405

Fax: 030 - 654 98 323

E-Mail: info@syr-int.com

In the event of an effective revocation, goods and monies received by both parties must be returned and other benefits arising (e.g. interest) are to be refunded. If the customer cannot return the received goods in whole or in part, or can only return them in a damaged state, he shall be liable to pay damages. (This does not apply to the return of goods where the damage arises exclusively from their examination such as may occur in a shop.) An obligation to pay for the damage to goods may also be avoided by not treating the goods as one's own property and avoiding anything which could depreciate the value of the goods.

If, in the case of returning a delivery of goods, the order value is less than € 40, the customer shall bear the costs of the return delivery. This shall not apply if the goods delivered were not the goods ordered.



General Terms of Business

I. Concluding contracts

1. Should goods not be available when a financed purchase has occurred, the customer is bound to the order (contractual offer) for a period of three weeks.
2. With the expiry of this period, the contract comes into effect if the seller has not revoked the contract in writing in advance.
3. The contract comes into effect before the expiry of the three week period if the contract has been signed by both parties, or if the seller has acknowledged the acceptance of the order (contractual offer) in writing, or if the seller has accepted prepayments on the purchase price.

II. Prices

1. All prices are fixed prices inclusive of VAT.
2. The purchaser will also be invoiced for any additional work undertaken, such as decoration, agreed to in advance and not included in the purchase price. Payment for such work is due on receipt of the goods. This also applies to facing work.

Payment methods :

- prepayment (transfer etc.)
- cash on delivery (+ 4.00 postal charge)
- PayPal by cash

III. Right of alteration

1. Standard produced items of furniture are sold by model or are reproductions.
2. The display items will not be delivered unless otherwise agreed by contract.
3. The customer can expect, and has the right to, a qualitative standard in the goods ordered commensurate with that which one would generally find in goods traded in the same price category.



4. Typical differences in colour and grain of wood surfaces, such as the customer might reasonably be expected to encounter, are considered as acceptable.
5. Similarly typical differences in leather and textiles (e.g. furniture and decorative fabrics) such as the customer might reasonably be expected to encounter with regard to minor differences in the finish of leather and fabric patterns, particularly the colour, are considered as acceptable.
6. Typical differences in dimensions, such as the customer might reasonably be expected to encounter, are also considered acceptable.

IV. Installation

1. Should the seller have any misgivings regarding the suitability of the walls for the installation of items of furniture which are to be hung, these are to be conveyed to the customer prior to installation.
2. Staff are not authorized to carry out work not included in the seller's obligations in the terms of the contract. Should however such work be carried out by staff at the request of the purchaser, the contractual relationship between the seller and the purchaser is not affected.

V. Date of delivery

1. Should the seller not be able to keep to the agreed date of delivery, the purchaser should set a feasible new delivery date – beginning from the date of the written formal notice by the seller, or when the delivery date has elapsed in the event of calendar generated delivery dates. Should the seller fail to meet the new delivery date, the purchaser has the right to withdraw from the contract.
2. In the event of interruptions to the seller's business not caused by the seller or interruptions to the business of the seller's suppliers, particularly industrial action and lockouts implemented in accordance with the law as well as acts of God



resulting from an unforeseeable event for which no blame can be apportioned, the delivery date will be revised appropriately. The purchaser only has the right to revoke the contract if, in such cases as mentioned above, the purchaser informs the seller in writing that the delivery date has not been met, and if the seller then fails to comply with a new delivery date agreed after the receipt of the reminder letter. In the event of calendar generated delivery dates, the new delivery date is to be set upon their expiry.

3. The legal requirements relating to compensation for failure to fulfil the conditions of the contract remain unaffected.

VI. Property rights

1. (1) Goods shall remain the property of the seller until all the obligations of the contractual relationship have been completely fulfilled.
(2) The purchaser is obliged to treat the property of the seller in an appropriate manner if the goods delivered are not intended directly for the purchaser but for a third party, and the recipient of the goods is to be made expressly aware of this fact.
2. The seller must be informed in writing at once of every change of address and involvement of a third party, particularly seizure of property. In the event of a seizure of property, an inventory of the property seized is to be provided.
3. Should the requirements of the purchaser stated in clauses 1. (2) and 2 not be met, the seller has the right to revoke the contract and to demand the return of the goods .

VII. Passing of risk

1. The obligation to pay, even if the object should be lost or suffer damage, is assumed by the purchaser.



VIII. Default in accepting delivery

1. Should the purchaser, upon expiry of a revised delivery date to be provided in writing by the purchaser under penalty, wish to revoke the contract or demand compensation and then fail to contact the seller or expressly withhold payment and/or refuse to accept delivery of the goods, the seller's right to have the contract fulfilled remains unaffected. Alternatively the seller has the right to withdraw from the contract and/or demand compensation in accordance with clause 3 .
2. (1) Should the purchaser's refusal to comply continue for more than one month, the purchaser is liable to pay warehousing costs.
(2) The seller can also employ a haulage firm to warehouse the goods.
3. (1) Should the purchaser refuse to comply, the seller can demand 30% of the purchase price as compensation in accordance with clause 1, provided the purchaser is unable to demonstrate that he has suffered inconvenience to the value of the estimated amount.
(2) In cases involving much higher costs or investment of time, for example in the case of special models, the seller has the right to demand a level of compensation higher than the flat rate mentioned in paragraph (1).

IX. Withdrawal

1. The seller does not need to deliver if the manufacturer has discontinued the production of the goods which have been ordered or in the event of acts of God, provided that these events occur after the contract has been concluded by both parties, were not foreseeable at the time that the contract was concluded and that the seller is not responsible for the non-delivery of the goods, and that he proves that every attempt has been made to procure similar goods elsewhere. The seller must inform the purchaser of these events immediately and return anything received from the purchaser as payment.
2. The seller has the right to revoke the contract if the purchaser has provided incorrect information concerning details relevant to his creditworthiness and which the seller has justified grounds in believing could place him at risk. This also



applies if the purchaser does not pay because he is unable to pay, or if his assets are subject to a bankruptcy case. The return of goods is dealt with in clause X.

X. Return of Goods

In the event of revocation of contract and the return of goods delivered, the seller is entitled to compensation for use, cession of right of use and depreciation as follows:

1. For work undertaken as part of the contractual agreement such as transport and installation, full refund of costs incurred.
2. For depreciation and cession of use of the goods delivered, the following premiums calculated on a blanket basis apply, provided no consumer credit business exists:

For items of furniture, with the exception of upholstered items, in the event of revocation and return after delivery:

- in the 1st half year 10% of the value of the purchase price without deductions
- in the 2nd half year 15% of the value of the purchase price without deductions
- in the 3rd half year 20% of the values of the purchase price without deductions
- in the 4th half year 25% of the value of the purchase price without deductions
- in the 3rd year 30% of the value of the purchase price without deductions
- in the 4th year 40% of the value of the purchase price without deductions
- in the 5 th year 50% of the value of the purchase price without deductions
- in the 6th year 60% of the value of the purchase price without deductions

For upholstered items the depreciation in the event of revocation and return of goods is as follows:

- in the 1st half year 15% of the value of the purchase price without deductions
- in the 2nd half year 20% of the value of the purchase price without deductions
- in the 3rd half year 25% of the value of the purchase price without deductions



- in the 4th half year 30% of the values of the purchase price without deductions
- in the 3rd year 35% of the value of the purchase price without deductions

With regard to our flat-rate requirements, the purchaser still needs to demonstrate that the seller has suffered no loss or only very limited loss.

1. Clauses 1 and 2 do not apply to the subsequent invalidity of the contract arising from an effective withdrawal as a result of non-fulfilment of an order, or to revocation and the unlimited right of return for the purchaser associated therewith in consumer contracts according to §355ffBGB.

XI. Guarantee

1. The purchaser has the right to cure regarding the rectification of defects and can choose between the removal of defects (improvement) or a replacement delivery of a product without defects.
2. The seller can refuse the option of improvement or replacement delivery if these entail unrealistic extra costs and other options for right to cure do not entail serious disadvantages for the purchaser.
3. The purchaser can revoke the contract or demand a reduction in the purchase price if the right to cure is not successfully implemented or is not effected within a reasonable period, or if the seller ultimately refuses to implement the right to cure.
4. Should the purchaser choose to revoke the contract in accordance with clause 3, he is obliged to return the defective product and to provide compensation for wear and tear to the product. The value of an object after wear and tear is to be calculated as a p.r.t. linear depreciation based on a comparison of the actual period of use and the estimated lifespan of the product.
5. The guarantee does not apply to damage resulting from usage by the purchaser which can be seen as general wear and tear such as damp, heating of rooms, intense exposure to sunlight and artificial light, other influences arising from temperature or weather or improper treatment.



6. Right of guarantee lapses in accordance with the relevant legislation; the period of guarantee begins with the handing over of goods.
7. Liability for agreed specifications remains unaffected.

XII. Distance selling contracts

1. For bills of sale completed by means of telecommunications (tele or media services), the purchaser has the right to revoke the contract within a period of two weeks without providing a reason for doing so.
2. The period of two weeks begins when the purchaser receives the goods.
3. The contract must be revoked in writing and must be submitted either by means of a permanent data carrier or together with the return of the goods.

4. A right of revocation does not exist on bills of sale for goods which are produced according to the specific requirements of the customer or are clearly tailored to the personal requirements of the customer, or where the nature of the product makes it unsuitable for return.
5. In the event of a revocation, the purchaser is obliged to return the goods to the seller. The costs and risk for the return of the goods is to be borne by the seller (**Syr-Int. e.K.**, Holder Gregor Postler, Germany). For orders of up to 40.00 Euros, the purchaser has to undertake the standard costs for the return of the goods, unless the goods received are not the same as were ordered. Should the purchaser be responsible for deterioration in the quality of the goods, making return impossible, then the purchaser has to make good the loss of value.
6. In cases of credit purchases, the credit agreement ceases with the revocation.
7. Otherwise the regulations for §312 b und 31 f BGB (distance selling) remain unaffected.



XIII. Legal venue and place of payment

1. The legal regulations of the code of civil procedure or the BGB (German handbook of civil law) apply for the legal venue or the place of payment.
2. If the purchaser has no legal venue in his own country, or if he relocates his official address or usual abode to another country upon completion of the contract, or if his official address or usual abode is unknown at the time of the institution of proceedings, the headquarters of the seller will be deemed the legal venue or the place of payment.

Contact Information

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