

# PRICE LIST SAUNA 2014

SA-Line · SX-Line · SX-Design International







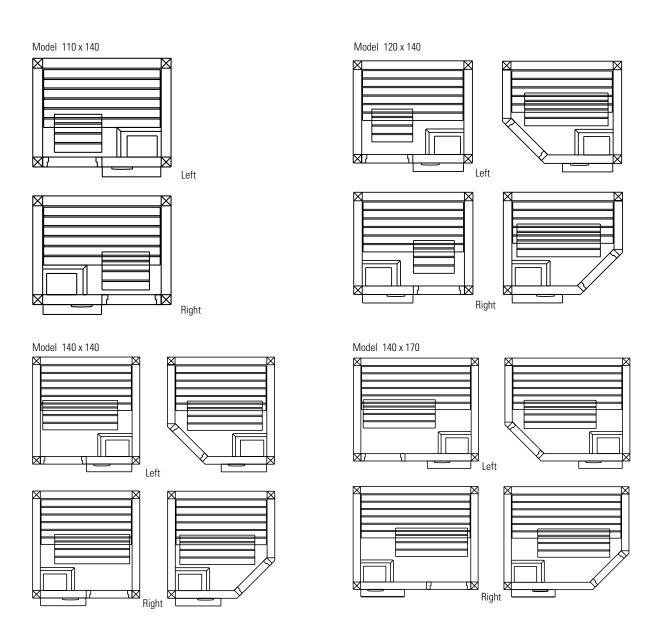




Scandinavian spruce sauna cabin\*

White sauna-/ infrared cabin\*

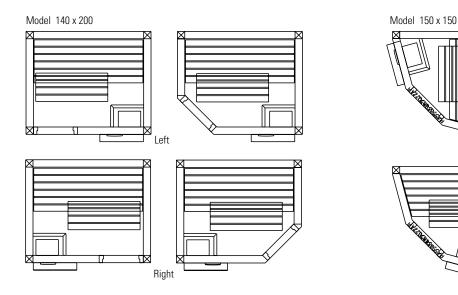
Concrete-look sauna-/ infrared cabin\*

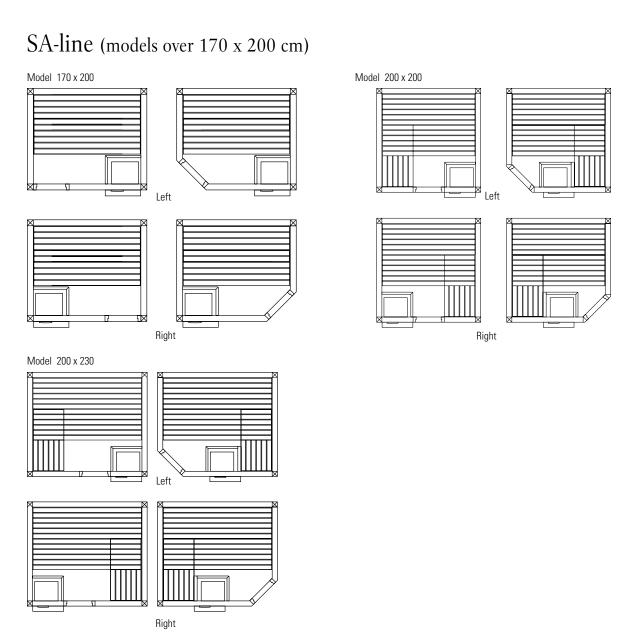


### SA-line



Right









### Exterior finish Scandinavian spruce - € excl. VAT

	Technic							
Size SA Line (Connection 230 V)	Sauna (Interior finish scan- dinavian spruce, standard)	Infrarot (Interior finish Aspen)	Sauna Comfort Climate (Interior finish scandinavian spruce, standard)	Sauna Infrared (Interior finish Aspen)	Sauna Comfort Climate Infrared (Interior finish Aspen) (Infrasteam)			
110 x 140 cm	3.851,-	4.606,-	4.829,-	5.397,-	6.401,-			
120 x 140 cm	3.981,-	4.807,-	4.955,-	5.594,-	6.599,-			
140 x 140 cm	4.123,-	5.044,-	5.100,-	5.826,-	6.829,-			
140 x 170 cm	4.251,-	5.243,-	5.229,-	6.023,-	7.028,-			
140 x 200 cm	4.675,-	5.768,-	5.654,-	6.626,-	7.631,-			
150 x 150 cm	4.396,-	5.379,-	5.374,-	6.156,-	7.159,-			
SA-line (Connection 400 V)								
170 x 200 cm	5.084,-	6.740,-	6.059,-	8.039,-	9.043,-			
200 x 200 cm	5.741,-	7.702,-	6.718,-	9.344,-	10.347,-			
200 x 230 cm	6.018,-	8.444,-	6.994,-	9.874,-	10.879,-			

### Exterior finish White / Hemlock / Concrete-look - € excl. VAT

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			Technic		
Size SA Line (Connection 230 V)	Sauna (Interior finish scan- dinavian spruce, standard)	Infrarot (Interior finish Aspen)	Sauna Comfort Climate (Interior finish scandinavian spruce, standard)	Sauna Infrared (Interior finish Aspen)	Sauna Comfort Climate Infrared (Interior finish Aspen) (Infrasteam)
110 x 140 cm	5.209,-	6.059,-	6.216,-	6.921,-	7.944,-
120 x 140 cm	5.389,-	6.264,-	6.395,-	7.121,-	8.145,-
140 x 140 cm	5.533,-	6.527,-	6.537,-	7.377,-	8.401,-
140 x 170 cm	5.676,-	6.787,-	6.684,-	7.632,-	8.658,-
140 x 200 cm	5.963,-	7.123,-	6.968,-	8.015,-	9.039,-
150 x 150 cm	5.822,-	6.916,-	6.825,-	7.761,-	8.785,-
SA-line (Connection 400 V)					
170 x 200 cm	6.354,-	7.525,-	7.357,-	8.891,-	9.915,-
200 x 200 cm	6.809,-	8.306,-	7.584,-	10.034,-	11.057,-
200 x 230 cm	7.067,-	9.204,-	8.070,-	10.540,-	11.565,-



# Additional options SA-line

Version	€ excl. VAT
Scandinavian spruce, 2 sides (standard)	
4 sides exterior wall finish	210,-
Glass element clear glass** 1	210,-
Coloured atmosphere	1.336,-
5-sided <sup>2</sup>	141,-
White /Hemlock / Concrete-look	
Storage board maple	134,-
4 sides exterior wall finish	420,-
Glass element (clear glass) **2	210,-
Coloured atmosphere	1.336,-
5-sided <sup>2</sup>	141,-
Wooden bucket and ladle	68,-
LED Interior Light on one side ***	450,-
LED Interior Light on two sides (only for models over 2 x 2 m) ***	650,-
Loudspeaker (high temperature resistant)	435,-
Comfort Control only for Sauna operation / only for Infrared operation	490,-

Interior finish*	€ excl. VAT
Aspen instead of scandinavian spruce SA-Line	613,-
Aspen instead of scandinavian spruce SA-Line for dimensions $\geq$ 170 x 200 cm	836,-
Hemlock instead of scandinavian spruce SA-Line	836,-
Hemlock instead of scandinavian spruce SA-Line for dimensions ≥ 170 x 200 cm	1.114,-

 $<sup>^{\</sup>rm 1}$  Not available in combination with 5-sided version for model 120 x 140 cm

Not available for models 110 x 140 cm
 only possible in conjunction with sauna or sauna / Comfort Climate. Aspen panelling standard for infrared.
 not in combination with Infrared
 not available with Infrared



# SA-line Specifications

Description	Sauna SA-line						
Dimensions	Dimensions indicated are approximate build-in dimensions excluding required wall distances. Interior dimensions are 20 cm smaller. All cabins are 198.5 cm high with skirting. Build-in height with coloured atmosphere 220 cm. All cabins are available in left or right versions.						
Cabin in element construction	Jointed and glued squared timber substructure, completely seamless.  The Sauna, Sauna + Comfort Climate comes with an interior finish with specially selected softline profile boards in Scandinavian spruce.  The Infrared, Sauna + Infrared, Sauna + Infrared + Comfort Climate comes with an interior finish with specially selected softline profile boards in Aspen.  The exterior finish is Scandinavian spruce comes with a bottom frame in Scandinavian spruce.  The exterior finish, white, Hemlock or Concrete-look comes with a bottom frame in grey (RAL7016).  High quality heat insulation with strong vapour barrier. Front and one side with exterior panelling.						
Interior	60 cm wide Abachi bench (50 cm for model 120 x 140 cm 5-sided), with extra wide backrest slats, 85 mm for bathing comfort. Ergonomically shaped back and headrests. Stable water protection.						
Infrared heating system	Large-surface heating of cabin walls with surface heating inside for even heat radiation, warming bathers gently and evenly. Air temperature 35-45 °C.  Wall temperature approx. 10-15 °C above air temperature.  230V AC connection.  Total consumption approx. 3 kW.  SA-line for dimensions ≥ 170 x 200 cm: Fixed terminal 400V.						
Heating	SA-line: Sizes up to 140 x 200 cm: Villeroy & Boch Star sauna heater, VDE tested, stainless steel, double walled, stone holder and sauna stones, 230V, AC connection, total consumption 3 kW.  Sizes ≥ 170 x 200 cm: Villeroy & Boch Star sauna heater, VDE tested, stainless steel, double walled, stone holder, sauna stones and power element, 400V three-phase alternating current, consumption 6kW.  Size 200 x 230 cm: Villeroy & Boch Star sauna heater, VDE tested, stainless steel, double walled, stone holder, sauna stones and power element, 400V three-phase alternating current, consumption 7,5kW.						
Infrasteam	Humidification of the cabin in the infrared mode						
Ventilation	Channel system integrated in wall element.						
Control panel	Easy Control VDE tested, electronic temperature control, spray and overheating protection, 4-hour automatic switchoff, plus light- and on/off switches comes with "Sauna" and "Infrared".  Comfort Control with illuminated display and programming function comes with "Sauna + Comfort Climate", "Sauna + Infrared" and Sauna + Comfort Climate + Infrared".						
Door	Safety glass door solid wood frame, door fittings choice of DIN right or DIN left.						
Door handle	In maple.						
Accessories	Sauna lamps, hourglass and thermometer.						

### SX-line





### SX-line



**Basic price** (Exterior wall finish scandinavian spruce, front wall and 1 side wall, or prepared for tiling; Interior wall finish scandinavian spruce) - € excl. VAT

Size	Width in cm								
Depth in cm	140	150	160	170	180	190	200	210	220
110	4.125,-	4.253,-	4.372,-	4.491,-	4.609,-	4.730,-	5.205,-	5.329,-	5.473,-
120	4.263,-	4.384,-	4.502,-	4.621,-	4.740,-	5.218,-	5.343,-	5.484,-	5.620,-
130	4.396,-	4.517,-	4.635,-	4.752,-	5.230,-	5.356,-	5.498,-	5.631,-	5.767,-
140	4.526,-	4.648,-	4.768,-	5.243,-	5.370,-	5.512,-	5.644,-	5.779,-	5.921,-
150	4.660,-	4.781,-	5.258,-	5.382,-	5.523,-	5.659,-	5.792,-	5.933,-	6.133,-
160	4.793,-	5.272,-	5.396,-	5.537,-	5.672,-	5.805,-	5.947,-	6.149,-	6.282,-
170	5.282,-	5.410,-	5.550,-	5.685,-	5.820,-	5.962,-	6.158,-	6.295,-	6.435,-
180	5.423,-	5.564,-	5.700,-	5.831,-	5.974,-	6.173,-	6.309,-	6.450,-	6.591,-
190	5.575,-	5.710,-	5.843,-	5.985,-	6.187,-	6.321,-	6.461,-	6.601,-	6.738,-
200	5.726,-	5.859,-	5.999,-	6.200,-	6.333,-	6.476,-	6.616,-	6.752,-	6.951,-
210	5.872,-	6.013,-	6.213,-	6.349,-	6.488,-	6.629,-	6.763,-	6.965,-	7.106,-
220	6.027,-	6.225,-	6.362,-	6.502,-	6.644,-	6.223,-	7.009,-	7.119,-	7.252,-

Size	Width in cm							
Depth in cm	230	240	250	260	270	280	290	300
110	5.606,-	5.739,-	5.880,-	6.082,-	6.215,-	6.358,-	6.500,-	6.633,-
120	5.754,-	5.895,-	6.096,-	6.228,-	6.370,-	6.511,-	6.647,-	6.846,-
130	5.907,-	6.109,-	6.241,-	6.385,-	6.525,-	6.657,-	6.860,-	7.001,-
140	6.121,-	6.256,-	6.397,-	6.537,-	6.671,-	6.874,-	7.014,-	7.147,-
150	6.267,-	6.409,-	6.552,-	6.685,-	6.888,-	7.028,-	7.160,-	7.451,-
160	6.422,-	6.564,-	6.698,-	6.898,-	7.040,-	7.175,-	7.316,-	7.449,-
170	6.578,-	6.710,-	6.911,-	7.053,-	7.188,-	7.331,-	7.463,-	7.679,-
180	6.724,-	6.926,-	7.068,-	7.201,-	7.342,-	7.477,-	7.693,-	7.842,-
190	6.940,-	7.081,-	7.214,-	7.354,-	7.487,-	7.704,-	7.852,-	7.980,-
200	7.092,-	7.226,-	7.369,-	7.501,-	7.717,-	7.866,-	7.995,-	8.133,-
210	7.239,-	7.382,-	7.514,-	7.732,-	7.881,-	8.004,-	8.148,-	8.281,-
220	7.393,-	7.529,-	7.746,-	7.902,-	8.019,-	8.161,-	8.296,-	8.435,-

Surcharge Infrared*	Heater
1.910,-	3,0 kW
2.418,-	4,5 kW
2.928,-	6,0 kW
3.437,-	7,5 kW
3.947,-	9,0 kW

Additional options (%-surcharge on the basic price)						
Interior wall finish						
Hemlock (not possible for Infrared)	16,0 %					
Exterior wall finish						
Hemlock	10,0 %					

<sup>\*</sup> incl. control panel Comfort Control and Aspen interior finish

All prices are ex works.

# Villeroy & Boch

### Accessories SX-line

Version	€ excl. VAT
Coloured atmosphere	1.671,-
Comfort Climate (inclusive Comfort Control)	1.103,-
Comfort Control only for Sauna operation	490,-
Additional finishes per square metre	
Scandinavian spruce	67,-
Hemlock	156,-
Glass element (clear glass) **	
to floor, 60 cm wide	401,-
to floor, 70 cm wide	423,-
half height, 60 cm wide	390,-
half height, 70 cm wide	413,-
half height, 90 cm wide	435,-
5-sided instead of rectangular	312,-
Special work	on request
Height modification instead of 206.5 cm	
Height 196.5 cm	145,-
Height 216.5 cm	483,-
Hygrometer	85,-
Loudspeaker (high temperature resistant)	435,-
LED Interior Light on one side **	450,-
LED Interior Light on two sides (only for models over 2 x 2 m) **	650,-

 $<sup>\</sup>ensuremath{^{**}}$  not in combination with Infrared

All prices are ex works.



# SX-line Specifications

Description	Sauna SX-line
Options - dimensions	Possibility of batch production with intermediate sizes (difference each time: 10 cm) (minimum dimension is 110 x 140 cm / maximum dimension is 220 x 300 cm). Larger dimensions on request.  Height can be brought back to a minimum of 196.5 cm or brought up to a maximum of 216.5 cm.  Possibility of individual special manufacturing.  Dimensions indicated are approximate build-in dimensions excluding required wall distances.  Interior dimensions are approx. 20 cm smaller.  Standard cabin height is 206.5 cm for all models, custom heights available.
Custom	Intermediate sizes in 10:10 cm grid available in series. Individual special preparation possible.
Cabinet in element structure	Jointed and glued squared timber substructure, completely seamless. Individual elements joined with tongue and groove. Interior finish with selected Softline profile boards with special wide tongue and deep groove in Scandinavian spruce, alternatively in Hemlock (at extra charge). Exterior finish of front wall and a side wall over height of cabin in Scandinavian spruce with closing blind. Alternatively, at extra charge, finish over height of room, finish in Hemlock. Impregnated cabin plinth, grey. High-quality heat insulation with strong vapour barrier.
Interior	Rounded lounger in splinterfree Abachi, 60 cm wide, two levels, with stool. Starting with model 160 x 200 screens between upper and lower loungers. Starting with model 200 x 200 angled loungers. Ergonomic backrests and headrest for each lounge spot, stable oven protection grille in matching design.
Interior finish	Standard - Scandinavian spruce Option - Hemlock, Aspen
Exterior finish	Standard - Scandinavian spruce (front wall and 1 side wall) Option - Hemlock / indelible board for tiling purposes / chipboard for building-in purpose
Heating	Villeroy & Boch Star sauna heater, VDE tested, stainless steel, double-walled, stone holder and sauna stones. At a total connected load of over 3 KW a 400 V 3-phase AC power supply is required (see table on p. 8)
Ventilation	Large channel system integrated in wall element, variable use, option to connect to wall opening or ventilation channel.
Control panel	Easy Control, VDE tested, electronic temperature control, spray and overheating protection, 4-hour automatic switchoff comes with Sauna. The Comfort Climate and Infrared versions come with Comfort Control illuminated display and programming function.
Door	Safety glass door, clear glass, 70 cm wide with frame, no threshold. Door fittings choice of DIN right or DIN left.
Door handle	Wooden handle in maple.
Accessories	standard equipment: Sauna lamps, hourglass, thermometer, bucket and ladle made of wood.

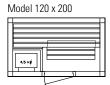
# SX-Design



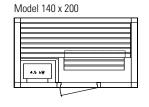
Model 160 x 200

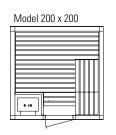


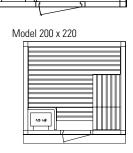
Example of a Wenge sauna cabin

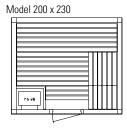


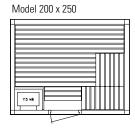
Model 180 x 200

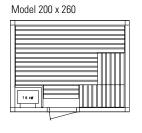


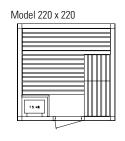


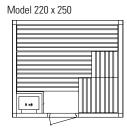


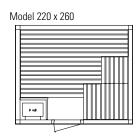


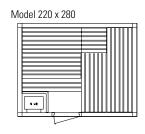


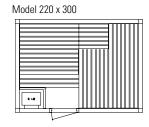












### SX-Design



**Basic price** (Exterior wall finish Hemlock Design, front wall and 1 side wall, or prepared for tiling; Interior wall finish Hemlock) - € excl. VAT

Size	Width in cm								
Depth in cm	140	150	160	170	180	190	200	210	220
110	5.769,-	5.966,-	6.155,-	6.345,-	6.535,-	6.725,-	7.255,-	7.452,-	7.667,-
120	5.978,-	6.168,-	6.358,-	6.548,-	6.737,-	7.268,-	7.465,-	7.680,-	7.888,-
130	6.180,-	6.370,-	6.560,-	6.750,-	7.280,-	7.477,-	7.692,-	7.900,-	8.109,-
140	6.383,-	6.573,-	6.762,-	7.293,-	7.490,-	7.705,-	7.913,-	8.121,-	8.336,-
150	6.585,-	6.775,-	7.305,-	7.502,-	7.717,-	7.925,-	8.134,-	8.349,-	8.620,-
160	6.787,-	7.318,-	7.515,-	7.730,-	7.938,-	8.146,-	8.361,-	8.633,-	8.841,-
170	7.330,-	7.527,-	7.742,-	7.950,-	8.159,-	8.373,-	8.645,-	8.853,-	9.069,-
180	7.540,-	7.755,-	7.963,-	8.171,-	8.386,-	8.658,-	8.866,-	9.081,-	9.296,-
190	7.767,-	7.975,-	8.184,-	8.398,-	8.670,-	8.878,-	9.093,-	9.308,-	9.516,-
200	7.988,-	8.196,-	8.411,-	8.683,-	8.891,-	9.106,-	9.321,-	9.529,-	9.801,-
210	8.209,-	8.423,-	8.695,-	8.903,-	9.118,-	9.333,-	9.541,-	9.814,-	10.028,-
220	8.436,-	8.708,-	8.916,-	9.131,-	9.346,-	9.554,-	9.826,-	10.041,-	10.249,-

Size	Width in cm							
Depth in cm	230	240	250	260	270	280	290	300
110	7.875,-	8.084,-	8.299,-	8.570,-	8.778,-	8.994,-	9.208,-	9.416,-
120	8.096,-	8.311,-	8.583,-	8.791,-	9.006,-	9.221,-	9.429,-	9.701,-
130	8.324,-	8.595,-	8.803,-	9.019,-	9.233,-	9.441,-	9.714,-	9.929,-
140	8.608,-	8.816,-	9.031,-	9.246,-	9.454,-	9.726,-	9.941,-	10.149,-
150	8.828,-	9.044,-	9.258,-	9.466,-	9.739,-	9.954,-	10.161,-	10.377,-
160	9.056,-	9.271,-	9.479,-	9.751,-	9.966,-	10.174,-	10.389,-	10.597,-
170	9.283,-	9.491,-	9.764,-	9.978,-	10.186,-	10.402,-	10.610,-	10.896,-
180	9.504,-	9.776,-	9.991,-	10.199,-	10.414,-	10.622,-	10.908,-	11.130,-
190	9.789,-	10.003,-	10.211,-	10.427,-	11.108,-	10.921,-	11.143,-	11.344,-
200	10.016,-	10.224,-	10.439,-	10.647,-	10.933,-	11.155,-	11.356,-	11.571,-
210	10.236,-	10.452,-	10.660,-	10.946,-	11.168,-	11.369,-	11.584,-	11.792,-
220	10.464,-	10.672,-	10.958,-	11.180,-	11.381,-	11.596,-	11.804,-	12.018,-

Surcharge Infrared*	Heater
on request	3,0 kW
on request	4,5 kW
on request	6,0 kW
on request	7,5 kW
on request	9,0 kW

Additional options (%-surcharge on the basic price)		
Interior wall finish		
	Hemlock Panel (not possible for Infrared)	48,0 %
Exterior wall finish		
	Wenge	12,0 %

<sup>\*</sup> incl. control panel Comfort Control and Aspen interior finish



### Accessories SX-Design

Version	€ excl. VAT
Coloured atmosphere	1.671,-
Comfort Climate (inclusive Comfort Control)	1.103,-
Comfort Control only for Sauna operation	490,-
Glass element (clear glass) **	
to floor, 60 cm wide	401,-
to floor, 70 cm wide	423,-
to floor, 120 cm wide	1.110,-
Special work	on request
Hygrometer	85,-
Loudspeaker (high temperature resistant)	435,-
LED Interior Light on one side **	450,-
LED Interior Light on two sides (only for models over 2 x 2 m) **	650,-
Clothes hooks, x 3, aluminium	75,-
Stainless steel base	480,-

 $<sup>\</sup>ensuremath{^{**}}$  not in combination with Infrared



# SX-Design Specifications

Description	Sauna SX-Design	
Options - dimensions	Possibility of batch production with intermediate sizes (in 10 cm grid) (minimum dimension is 110 x 140 cm / maximum dimension is 220 x 300 cm). Larger dimensions on request.  Possibility of individual special manufacturing.  Dimensions indicated are approximate build-in dimensions excluding required wall distances.  Interior dimensions are approx. 20 cm smaller.  Standard cabin height is 2,22 cm for all models.	
Custom	Intermediate sizes in 10:10 cm grid available in series. Individual special preparation possible.	
Cabinet in element structure	Jointed and glued squared timber substructure, completely seamless. Individual elements joined with tongue and groove. Interior finish with selected Softline profile boards with special wide tongue and deep groove in Hemlock, alternatively in Hemlock Panel (at extra charge).  Exterior finish of front wall and a side wall over height of cabin in Hemlock Design. Alternatively, at extra charge, finish over height of room, finish in Wenge Design. Ceiling-high panelling optionally available.  Impregnated cabin plinth, grey.  High-quality heat insulation with strong vapour barrier.	
Interior	Rounded lounger in splinterfree Abachi, 60 cm wide, two levels, with stool. Starting with model 160 x 200 cm screens between upper and lower loungers. Starting with model 200 x 200 cm angled loungers. Ergonomic backrests and headrest for each lounge spot, stable oven protection grille in matching design.	
Interior finish	Standard - Hemlock Option - Hemlock Panel	
Exterior finish	Standard - Hemlock Design Option – Wenge Design	
Heating	Villeroy & Boch Star sauna heater, VDE tested, stainless steel, double-walled, stone holder and sauna stones. At a total connected load over 3 KW a 400 V 3-phase AC power supply is required (see table on p. 8)	
Ventilation	Large channel system integrated in wall element, variable use, option to connect to wall opening or ventilation channel.	
Control panel	Easy Control, VDE tested, electronic temperature control, spray and overheating protection, 4-hour automatic switchoff comes with Sauna The Comfort Climate and Infrared versions come with Comfort Control illuminated display and programming function.	
Door	Safety glass door, clear glass, 70 cm wide with frame, no threshold. Door fittings choice of DIN right or DIN left.	
Door handle	Wooden handle in maple.	
Accessories	standard equipment: Sauna lamps, hourglass, thermometer, bucket and ladle made of wood.	



# General Sales and Delivery Conditions of Villeroy & Boch AG - Bath and Wellness Division Rev. August 2012

#### I. General

These General Sales and Delivery Conditions shall apply to all offers, sales and deliveries of all branches and subsidiaries of Villeroy & Boch AG.

The Sales and Delivery Conditions shall apply only in relation to merchants, legal persons of public law or special public assets.

- 2. Unless otherwise expressly agreed these conditions shall apply for the entire period of the business relationship without us having to expressly refer to such. Any other conditions, in particular purchase conditions of the Purchaser, shall not apply even if such are not expressly rejected in another form. These Sales and Delivery Conditions shall also apply if we deliver without reservation notwithstanding knowledge of conditions of the Purchaser at variance to our Sales and Delivery Conditions.
- Any variation (amendment/ supplement) to these conditions shall be in writing.
- 4. Any supplementary oral agreements or assurances shall be ineffective unless confirmed by us in writing.
- In accordance with § 26 Section I of the Law of Data Protection, we advise you that all customer and supplier-related data necessary for a quicker and rational processing of a contract will be collected, stored and processed by us electronically.

#### II. Offers

- Our offers are, unless such are described to be binding, non-binding and do not oblige us to accept an order.
- Upon confirmation of an order a contract is formed in terms of these Sales and Delivery Conditions.
- If after the formation of a contract our Customer requires amendments or cancel the contract in whole or in part all costs and expenses incurred until such time as well as any other damage resulting (e.g. loss of profit) shall be borne by the Customer. Cancellation is possible only with our approval.

#### III. Prices and Deliveries

- The prices shall be determined in accordance with the applicable price lists. As a general principle, invoicing shall be based on the price as applies on the date of the confirmation of order. All prices are exclusive of packing, transport, VAT (MWST) or other official charges or duties
- The nature and extent of a delivery shall be determined in accordance with the mutual written declarations of the parties.
- Deliveries shall be under the conditions set out in the order confirmation (invoices). Any FOB deliveries shall be made only against an irrevocable, confirmed letter of credit.
- Any goods ordered in error by the Customer as well as any over-ordering of goods or left-over stock shall not be returnable.
- Delivery shall be ex works and FOB in relation to overseas countries.
- Delivery dates shall be non-binding as a general principle. Such dates shall be binding only if expressly confirmed as such in the order confirmation. The planned delivery dates shall be those in the order confirmation.
- A delivery period shall commence with the date of the sending of the written order confirmation.

- 8. Compliance with the delivery period shall be subject to the completion of all necessary support on the part of the Purchaser as well as compliance with the agreed payment conditions and other duties of the Purchaser. In the event that these conditions are not fulfilled on time a reasonable extension of the delivery period shall automatically come into force.
- A delivery deadline shall be met if the goods have left our works or notice has been given of the readiness for delivery by the time of the expiry of the delivery period.
- 10. The delivery period shall be extended by the period of any disruption and the resulting effects in the case of force majeure, operational disruptions for which we are not responsible, insufficient personnel, energy or raw materials as well as any further unforeseeable circumstances beyond our control and for which we are therefore not responsible.
- 11. In the event that the delivery period is exceeded by more than two months for any other reasons than those named in III No. 8 and in the event that as a result of written demand, the setting of a further reasonable notice period and the threat of cancellation we default, the Purchaser may after the unsuccessful expiry of the reasonable subsequent period withdraw from the contract to the exclusion of all other rights and claims. The claiming of any damages is excluded insofar as wilful acts or gross negligence are not present on our part.
- 12. Part deliveries are generally possible.
- 13. In the event that the delivery is delayed for circumstances for which the Purchaser is responsible, we may dispose of the goods after a reasonable period and supply the Purchaser after an extended period. The statutory provisions for the delay in acceptance shall not be affected hereby. Furthermore, the Purchaser shall compensate for all damage including transport costs. In such case we may either prove our damage or, without any proof, demand a liquidated damages amount of 20 % of the net value of the delivery not accepted. The right to provide evidence of further damage is reserved.

#### IV. Packing

- Unless otherwise specifically agreed packing shall take place at our discretion. It shall not be returned unless otherwise agreed with the Customer.
- Transport packing (e.g. euro container, cartons or boxes) shall be invoiced to the Purchaser. In the case of the sending of re-usable containers a rent or circulation fee shall be invoiced. The re-usable containers shall be returned immediately to the pool via the return logistics. Any costs resulting from non-compliance with this duty shall be invoiced to the Customer. The returning of packing shall be in terms of and in accordance with the applicable statutory provisions.
- 3. Loading costs shall be borne by the Purchaser.

In case of loading by pool palettes we shall have a direct palette exchange with the forwarder for loading on the street. If forwarders or vehicles of the Customer are used, the Purchaser shall ensure that the exchange palettes are undamaged. Any missing palettes shall be invoiced to the Purchaser.

#### V. Transport

- Transport shall be at the risk of the Purchaser.
- Risk shall transfer to the Purchaser at the latest with the dispatching of the respective delivery. In the event that the dispatch is delayed as a result of any circumstances for which the Purchaser is responsible the risk shall

- transfer to the Purchaser on the day the goods were ready for transport.
- We shall not be liable for any damage to or loss of goods during transport insofar as such is not demonstrably the result of defective packing.
- 4. Any transport damage shall be reported immediately to the transport company for verification. The Purchaser shall obtain a confirmation as to the complaint. The record of negotiations intended for such cases shall be forwarded to us.

#### VI. Payment Conditions

- Invoices shall be paid immediately without any deductions. The time of payment shall be the day of the receipt of payment.
- 2. Failure to pay on time shall result in immediate default.
- In the event that our outstanding amount is not paid immediately and in full despite a demand for such or in the event that there is reasonable doubt as to the ability to pay or the willingness to pay on the part of the Customer, in particular in relation to objections on bills of exchange or by the failure of cheques or automatic payments to clear as well as by any other delays in payment, or in the event of other payment difficulties, or a substantial deterioration of the economic situation of the Purchaser, in particular in case of pending enforcement proceedings, unsuccessful attachment proceedings, the cessation of payments or pending court or out-of-court settlements, sequestration or insolvency proceedings or in the event of other pending liquidation we may terminate and claim all amounts owing from our business relationship as being due for immediate payment.
- 4. From the commencement of any default, default interest at the rate of 8 %, for end customers at the rate of 5 %, above the respective basis interest rate of the country in which the debtor maintains its seat of business or the respective basis interest rate of the currency of the invoicing shall be due. The right to make further claims for damages shall not be affected hereby.
- 5. In the case of payments with acceptance (period not exceeding 3 months), the acceptance of which (no later than 30 days after the date of invoice) is reserved by us on a case by case basis, the total discounting charges shall be borne by the Purchaser. Payments by bills of exchange or cheques shall be valid only after the payment as performance without us having any duty to present or protest in good time.
- For all methods of payment the date of the receipt of payment shall be deemed to be on the day on which we have the amount at our disposal.
- The Purchaser may only set off against outstanding debts which are due, which are undisputed or legally determined with no right to appeal.



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#### VII. Retention of Title

- All deliveries shall be made subject to an extended retention of title. This shall also apply if individual or all outstanding amounts are included in one current invoice and the amount is determined and acknowledged.
- The delivered goods remain our property until complete payment of all claims arising from the business relationship, regardless of the legal basis, including all supplementary claims (in case of payment by cheque or bill of exchange until the payment on such).
- 3. The Purchaser shall not pledge any goods subject to the retention of title nor make such subject to any lien. Our goods shall not be further processed by the Purchaser (e.g. decoration etc.) unless such is expressly permitted in writing to do so by the user in an individual case and the restrictions of the user are respected. In case of the further sale of goods subject to retention of title by the Purchaser to third parties in terms of the normal course of business, the Customer shall make its customer subject to similar limitations.
- 4. The Purchaser shall inform us immediately as to any access by third parties to the goods delivered by us subject o retention of title also in the case such access is about to occur. The Purchaser shall notify any third parties accessing the goods or wanting to access the goods that such are our property. Any costs resulting from intervention shall be borne by the Purchaser.
- 5. The Purchaser may dispose of the goods subject to retention of title in the normal course of business, but shall do so subject to retention of title. The Purchaser hereby assigns to us as a precautionary matter all claims which may be available to the Purchaser as a result of the further sale. The assignment is hereby accepted. The limit of coverage for the assigned claims shall be 110 % of the realisable value of the goods sold and delivered subject to retention of title. The Purchaser may collect any claims. This authorisation shall no longer be effective in the event of a default in payment by the Purchaser.
- In the event of the goods being returned the Purchaser shall be liable for any deterioration. The expenses of returning the shall be, at our choice, 15 % of the value of the goods.
- 7. The right of the Customer to collect shall be extinguished without any need for an express declaration on our part if the Customer stops payments. We shall make no use of our right to collect insofar as the Customer fulfils its duty of payment. In the event that the Customer is delayed in any payment to us we may take back the goods subject to retention of title and to this end access the premises of the Customer.
- In the event that the realisable value of the securities exceeds the outstanding amounts due by more than 10 %, we shall, at the request of the Customer, release the excess amount of security.
- 9. We may at any time demand information from the Purchaser, provided that an outstanding claim to us still exists, as to which goods subject to retention of title are still in the Purchaser's possession, where such goods are located and which customers took the other goods delivered by us in terms of quantity, nature and number. We may further inspect any goods delivered subject to retention of title at any time on site at the premises of the Purchaser and in the event of any threat to our rights, in particular in case of default in payment or unsuccessful attachment proceedings, forced administration, the commencement of settlement or insolvency procedures, take such goods into our possession, sell such or use such without affecting our other rights for compensation including the rights related to non-fulfilment and default.

 The Purchaser shall insure the goods at its own expense against fire and theft and upon request provide evidence of the conclusion of the insurance policy.

#### VIII. Product Quality

- Our products shall be delivered in a condition which is of the first class in accordance with our sorting guidelines. The normal commercial requirements in relation to a defect-free body, cleanliness and appearance of the surface may be made in relation to these goods.
- 2. On the basis of the various materials and production procedures variations in colour may appear in a series to products with the same colour designation often depending on the lighting. Production-related variations in size, content, weight, tones and surface quality which are within the normal commercial range of toleration are not defects. There may be colour variations related to printing between the prospectus/catalogue illustration and the product.
- Acidic and/or caustic cleaning agents may cause damage if used incorrectly.
- 4. Later changes in the surface (e.g. decoration and/or technical changes) to the goods delivered by us, are excluded by warranty. Such are otherwise only permissible in case of further sale by the Purchaser if such changes are agreed to by us previously in writing.
- We reserve the right to make minor changes to the finishing, colour and form.
- Goods in the second choice or other selections do not fulfil our sorting guidelines and do not comply with the normal requirements of design and quality.
- Typical results of use (e.g. metal abrasion or scratching by abrasives) or deterioration in the surface quality are, at the current state of the art, unavoidable and shall not form the basis of any complaint.

#### IX. Warranty

- The goods shall be inspected immediately upon receipt.
   Any complaints in respect to detectible defects shall be made in writing within 8 days of receipt of the goods.
   The goods complained of shall be stored and handled correctly. Any return of goods shall take place only with our express agreement.
- 2. In the event of any justified complaint we shall be obliged to, at our own discretion, either repair or make substitute delivery of defect-free goods in terms of the agreed quality. In the event that the duty to rectify the goods is not successful after two attempts the Purchaser may reduce the purchase price or at its discretion withdraw from the contract. This shall not apply in relation to any defect-free part deliveries already accepted.
- 3. Any pure optical defects shall result in a right to reduction of value only.
- 4. Any claim for damages regardless of the legal reason shall exist only in the event of wilful acts or gross negligence on our part. Claims for damages in accordance with the law as to liability for defective products (Product Liability Act), as well as the liability for injury to life, body and health and the liability for breach of substantial contractual duties shall not be affected hereby. The legal representatives and their agents shall be liable in relation to the Purchaser insofar as legal claims can be made against such, but also only in the event of wilful acts or gross negligence. Unaffected hereby shall be the liability for injury to life, body and health as well as the liability for the breach of substantial contractual duties.

- 5. The above limitation of liability shall also not apply if we have accepted a guarantee for the quality of the goods.
- The precondition for substitute performance shall be proof of correct handling in accordance with our installation, operation and care instructions as well as proper processing.
- 7. We shall be granted, or an expert appointed by us shall be granted, the opportunity to inspect any damage in an unchanged form and a reasonable period shall be given to inspect the cause of such damage. Furthermore, we are entitled to inspect any damage at any time, together with third parties, for the purpose of determining the damage and any possible cause and, if necessary, to calculate the expense, etc. In the event that such is refused by the Purchaser or the final user any liability for defects shall be extinguished.
- 8. The Purchaser has the right and duty for the purpose of avoiding greater damage to make all necessary measures to avoid or reduce the damage or to arrange for such to be done and to take all necessary care to maintain samples of the defective delivery.
- 9. The period of limitation for claims related to warranty for construction and products which in accordance with the normal method of use are used in relation to construction is 5 years from the date of delivery of the goods and for all other products 2 years. The above named time limits shall not apply if fraudulent intent exists.
- Immediate/direct consequential damage shall be reimbursed by us up to a maximum amount of EURO 150,000 for each case of damage. Any further claims for damages (e.g. for loss of profit, loss of use etc.) are excluded.

#### X. Right of Retention

The retention of goods by the Purchaser is excluded unless a legally-binding judgment or an undisputed counterclaim exists.

#### XI. Proprietary Rights

- The majority of products distributed by us are protected by trademarks, registered design, utility models or patent rights.
- 2. The illustrations, reports and data published by us are in most cases protected by copyright. Any use not permitted by copyright law requires our prior permission. This shall apply in particular in relation to copying, processing, translation, storage of data, processing or the reproduction of pictures, product forms or other documents.

#### XII. Part Validity

In the event that one or more provisions of these conditions are void, ineffective or avoidable, the remaining provisions shall remain effective and hinding

#### XIII. Place of Performance and Jurisdiction

The place and performance and jurisdiction shall be the seat of the office of the company invoicing.

The Law of the Federal Republic of Germany shall apply with the exception of the laws related to the International Sale of Goods.













### Villeroy & Boch

#### **GERMANY**

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