



LIVALIKE
END USER PRICE LIST 2010

LIVALIKE STANDS FOR EXCLUSIVE AND INNOVATIVE
FURNITURE AND ACCESSORIES FOR THE LIVING AND
WORKING AREA.

LIVALIKE WAS FOUNDED BY CLAUDIA SANTIAGO AREAL,
INTERIOR ARCHITECT AND PHOEBE HELMBOLD,
INDUSTRIAL DESIGNER.

LIVALIKE PRODUCTS ARE PRODUCED IN SMALL SCALE.

END USER PRICE LIST 2010

ALL PRICES ARE RECOMMENDED END_USER PRICES
IN EURO INCL. 19 % VAT. + EXC. SHIPPING COSTS.
OUR GENERAL SALES CONDITIONS ARE APPLICABLE.

LIVALIKE BY PHOEBE HELMBOLD

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PIN IT WALLCLIP _ DESIGN PHOEBE HELMBOLD

THE WALLCLIPS ARE BASED ON THE FUNCTION OF PAPERCLIPS, WHICH IS TRANSFERRED TO THE WALL. THEY OFFER AN ALTERNATIVE FOR A SIMPLE, SMALL PIN CARELESSLY STUCK ON TO THE WALLPAPER AND THE MUCH MORE SUBSTANTIAL PINBOARD. PIN_IT IS FASTENED TO THE WALL BY A NAIL AND REMAIN THERE AS AN ALWAYS-READY-TO-USE, DECORATIVE ELEMENT, USED TO QUICKLY SLIDE IN AND PIN UP THE LATEST HOLIDAY-PICTURE, POST CARD, SHOPPING LIST OR NOTE FOR THE FRIEND.

PIN IT IS NOT A FUNCTIONAL AND FINE LITTLE HELPER BUT HUMOROUSLY HINTS AT THE PHRASE "WOULDN'T YOU LIKE TO BE A FLY ON THE WALL" - CONSTANTLY AROUND AND ATTENTIVE.

MEASURES:

H 34 X B 34 MM

MATERIAL:

STAINLESS STEEL

DESIGNS:

FLIES, MINIMUMORDER 5 PACKS A 3 CLIPS
ORNAMENT, MINIMUMORDER 5 PCK A 1 CLIPS

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PIN IT WALL CLIP _ DESIGN PHOEBE HELMBOLD

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MATERIAL:

STAINLESS STEEL

DESIGNS:

FLIES, MINIMUMORDER 5 PACKS A 3 CLIPS
ORNAMENT, MINIMUMORDER 5 PCK A 1 CLIPS

PRICE/ORDER NUMBER:

14,30 € /12,02 € L701P-F-001 FLIES

9,50 € /7,98 € L702P-O-001 ORNAMENT

THE DELIVERY TIME IS USUALLY 6 TO 8 WEEKS.



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FLORA TABLE CLOTH _ DESIGN: CLAUDIA SANTIAGO AREAL

FLORA IS A CLEVERLY AND SIMPLY CONSTRUCTED TABLE CLOTH WITH A VIVIDLY INTERSECTION OF SHAPES AND COLORS. THE SYSTEM IS BASED ON ONLY A SINGLE SHAPE OF A BLOSSOM WITH INTERSECTING LEAVES, WHICH CAN BE REARRANGED AT ANY TIME. THE TABLE CLOTHS CAN BE INDIVIDUALLY ARRANGED IN TRADITIONAL GEOMETRICAL SHAPES AS WELL AS IN ORGANIC OUTLINES. IT WAS DEVELOPED FROM CLAUDIA SANTIAGO AREAL AS A DECORATIVE ELEMENT WITH A MULTITUDE OF APPLICATIONS.

MEASURES:

21-PIECE, B 24 x L 33 CM
25-PIECE, B 29 x L 34 CM
30-PIECE, B 30 x L 36 CM
35-PIECE, B 31 x L 41 CM
40-PIECE, B 35 x L 40 CM

MATERIAL:

FABRIC SUDDEN VON MAHARAM BY KVADRAT

COLORS:

FLORA IS AVAILABLE IN 4 DIFFERENT COMBINATIONS OF FIVE COLORS. THE NAMES OF THE COLORS ARE NON-BINDING.

LILAC, 011, 012, 013, 014, 025
CORAL-RED, BROWN-VIOLET, DARK-VIOLET, LILAC, GREEN-YELLOW
GREEN, 010, 011, 023, 024, 025
RED-ORANGE, CORAL-ROT, PALE-GREEN, MOOS-GREEN, GREEN-YELLOW
BLUE, 010, 017, 019, 020, 021
RED-ORANGE, BLUE-GREY, GREEN-BLUE, OCEAN-BLUE, BLUE-GREEN
SILVER, 002, 003, 005, 010, 025
SILVER, STONE-GREY, BEIGE-GREY, RED-ORANGE, GREEN-YELLOW

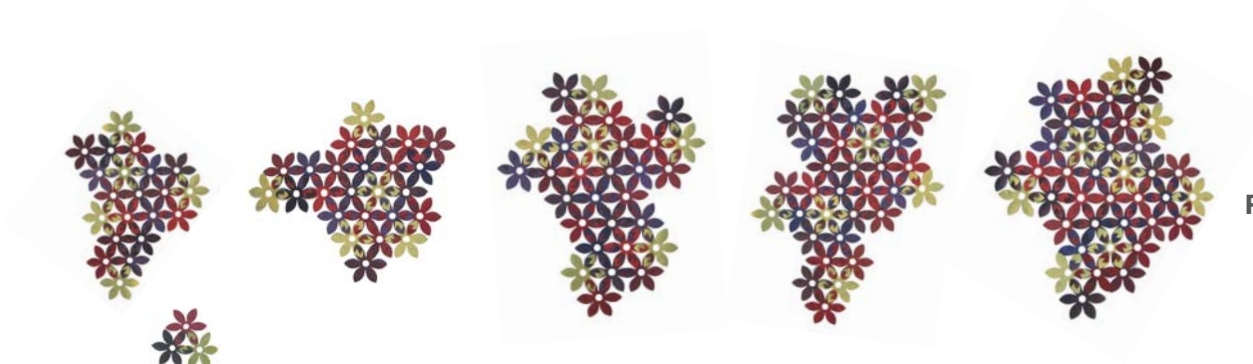
MATERIAL PROPERTIES:

COMPOSITION: 58 % POLYURETHANE, 42 % POLYESTER
ABRASION: 100.000 MARTINDALE TEST
LIGHTFASTNESS: 6 - 7
FLAME RESISTANCE: CAL. TECH. BULL. 117 E



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FLORA TABLE CLOTH _ DESIGN: CLAUDIA SANTIAGO AREAL

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MATERIAL:

FABRIC SUDDEN VON MAHARAM BY KVADRAT

COLORS:

FLORA IS AVAILABLE IN FOUR DIFFERENT
COMBINATIONS OF FIVE COLORS.
LILA, GREEN, BLUE AND SILVER.

PRICES/ORDER NUMBERS:

32,75 € /27,52 € L401F21-SU-0011 LILA
21-PIECES, B 24 x L 33 CM

38,00 € /31,93 € L402F25-SU-0011 LILA
25-PIECES, B 29 x L 34 CM

44,75 € /37,60 € L403F30-SU-0011 LILA
30-PIECES, B 30 x L 36 CM

50,75 € /42,65 € L404F35-SU-0011 LILA
35-PIECES, B 31 x L 41 CM

58,75 € /48,53 € L405F40-SU-0011 LILA
40-PIECES, B 35 x L 40 CM

32,75 € /27,52 € L401F21-SU-0002 SILVER
21-PIECES, B 24 x L 33 CM

38,00 € /31,93 € L402F25-SU-0002 SILVER
25-PIECES, B 29 x L 34 CM

44,75 € /37,60 € L403F30-SU-0002 SILVER
30-PIECES, B 30 x L 36 CM

50,75 € /42,65 € L404F35-SU-0002 SILVER
35-PIECES, B 31 x L 41 CM

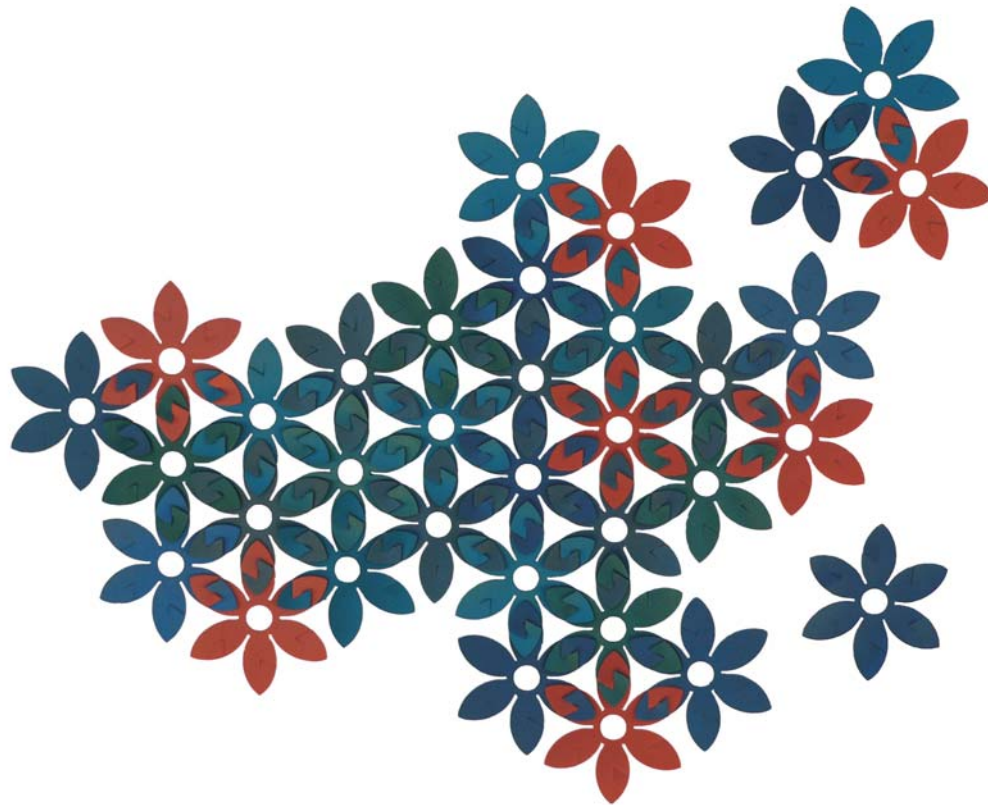
58,75 € /48,53 € L405F40-SU-0002 SILVER
40-PIECES, B 35 x L 40 CM

THE DELIVERY TIME IS USUALLY 6 TO 8 WEEKS.

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FLORA TABLE CLOTH _ DESIGN: CLAUDIA SANTIAGO AREAL

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MATERIAL:

FABRIC SUDDEN VON MAHARAM BY KVADRAT

COLORS:

FLORA IS AVAILABLE IN FOUR DIFFERENT
COMBINATIONS OF FIVE COLORS.
LILA, GREEN, BLUE AND SILVER.

PRICES/ORDER NUMBERS:

32,75 € /27,52 € L401F21-SU-0024 GREEN
21-PIECES, B 24 x L 33 CM

38,00 € /31,93 € L402F25-SU-0024 GREEN
25-PIECES, B 29 x L 34 CM

44,75 € /37,60 € L403F30-SU-0024 GREEN
30-PIECES, B 30 x L 36 CM

50,75 € /42,65 € L404F35-SU-0024 GREEN
35-PIECES, B 31 x L 41 CM

58,75 € /48,53 € L405F40-SU-0024 GREEN
40-PIECES, B 35 x L 40 CM

32,75 € /27,52 € L401F21-SU-0019 BLUE
21-PIECES, B 24 x L 33 CM

38,00 € /31,93 € L403F25-SU-0019 BLUE
25-PIECES, B 29 x L 34 CM

44,75 € /37,60 € L403F30-SU-0019 BLUE
30-PIECES, B 30 x L 36 CM

50,75 € /42,65 € L404F35-SU-0019 BLUE
35-PIECES, B 31 x L 41 CM

58,75 € /48,53 € L405F40-SU-0019 BLUE
40-PIECES, B 35 x L 40 CM

THE DELIVERY TIME IS USUALLY 6 TO 8 WEEKS.

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ROSETTA WALL SOCKET _ DESIGN: PHOEBE HELMBOLD

LOOKING BACK ON TRADITIONAL STUCCO PHOEBE HELMBOLD DESIGNED A WALL SOCKET OF ITS OWN KIND. ROSETTA IS CERTAINLY NOT MEANT TO SUBSTITUTE ALL STANDARD SOCKETS. BUT CHOOSING THE RIGHT LOCATION IT OFFERS AN HUMOROUS ALTERNATIVE TO THE OFTEN HIGHLY TECHNICAL APPEARANCE OF THE ORDINARY WALL SOCKET. ROSETTA IS ALMOST INVITING US TO PLUG US IN. IT REFLECTS THE ACTUAL VALUE OF THE OTHERWISE INVISIBLE ENERGY AND HINTS -WITH AN IRONIC SMILE- AT OUR ANYTHING BUT CAREFUL AND APPRECIATIVE USE OF ELECTRICITY.

MEASURES:

H 180 X B 135 MM

MATERIAL:

CONCRETE

COLORS:

CREME AND ANTRAZITE, NO MINIMUMORDER

MATERIAL PROPERTIES:

IMPACT_RESISTANT CONCRETE,
FLAME REDARDENT BOND

ANNOTATION:

THE SOCKET OUTLET AND IN-WALL CONNECTOR ARE INCLUDED IN DELIVERY.

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ROSETTA WALL SOCKET _ DESIGN: PHOEBE HELMBOLD

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OUR GENERAL SALES CONDITIONS ARE APPLICABLE.

MATERIAL:

CONCRETE

COLORS:

CREME AND ANTRAZITE, NO MINIMUMORDER

PRICE/ORDER NUMBER:

1 78,50 € /150,00 € L601R-SB-001 CREME

1 78,50 € /150,00 € L601R-SB-002 ANTRAZITE

THE DELIVERY TIME IS USUALLY 6 TO 8 WEEKS.



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DORETTA STRIKE PLATE _ DESIGN: PHOEBE HELMBOLD

DORETTA IS A STRIKE PLATE WHICH WELCOMES YOU WARMLY AND AFFECTIONATELY. YOU CAN EASILY SENSE THE APPRECIATION FOR DETAIL. DORETTA MAKES YOU WONDER WHAT THERE MIGHT BE TO DISCOVER BEHIND SUCH A DOOR. IT MARKS THE THIN LINE BETWEEN THE OUTSIDE AND PRIVATE SPACE AND PURPOSEFULLY OFTEN THE OTHERWISE SO HARSH AND FUNCTIONAL APPEARANCE OF A DOOR. THE UNEXPECTEDLY SOFT LOOK OF DORETTA MAKES YOU SMILE WHEREAS DORETTA CLASSIC ALLUDES TO THE SPIRIT OF A PERSONAL JEWEL BOX.

MEASURE:

W 8 X H 11 CM, W 4,2 X H 4,8 CM

MATERIALS:

POLYURETHAN

DORETTA FLOSS COATED:

POLYURETHAN
EASY TO CLEAN AND ABRASION-RESISTANT FLOSS COATING

COLORS:

DORETTA CLASSIC: CREAM (SEE PICTURE)
DORETTA FLOSS COATED : CREAM, GREEN, ANTHRACITE
NO MINIMUM ORDER

ANNOTATION:

APPLICABLE FOR DOOR HANDLES OF Ø 18-22 MM
FOR MANDRELS 8-10 MM.

DOOR HANDLES ARE NOT INCLUDED.

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DORETTA STRIKE PLATE _ DESIGN: PHOEBE HELMBOLD

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MATERIALS:

POLYURETHAN

DORETTA FLOSS COATED: (SEE PICTURE)

POLYURETHAN

EASY TO CLEAN AND ABRASION-RESISTANT FLOSS COATING

COLORS:

DORETTA CLASSIC: CREME

DORETTA FLOSS COATED: CREME, GREEN, ANTHRACITE

NO MINIMUMORDER

PRICE/ORDER NUMBER:

33,50 € /28,15 € L800D-KH-001 CLASSIC CREME

47,60 € /40,00 € L801D-KHB-001 FLOC CREME

47,60 € /40,00 € L802D-KHB-002 FLOC GREEN

47,60 € /40,00 € L803D-KHB-003 FLOC ANTHRACITE

THE DELIVERY TIME IS USUALLY 6 TO 8 WEEKS.

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MATA DOOR SPY _ DESIGN: PHOEBE HELMBOLD

MATA IS A FRIENDLY VIEWER, LOOKING AT YOU EXPECTANTLY RATHER THAN SUSPICIOUSLY. THIS ISN'T A GLANCE YOU TRY TO AVOID, IT IS SOMETHING ENJOYABLE TO LOOK BACK AT. YOU SMILE AT MATA IN A RELAXED MANNER BECAUSE IT SPIES AT YOU THE HONEST AND STYLISH WAY, NO HIDING.

MEASURE:

H 11,5 x W 8,0 CM

MATERIAL:

POLYURETHAN

COLOR:

CREAM
NO MINIMUMORDER

ANNOTATION:

MATA IS AVAILABLE EITHER INCLUSIVE LENSE FOR THE OUTER SIDE OR WITH HATCH FOR THE INNER SIDE OF THE DOOR.

APPLICABLE TO DOORS OF A THICKNESS OF 29 - 43 MM
EXTENSIONS AVAILABLE

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MATA DOOR SPY _ DESIGN: PHOEBE HELMBOLD

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OUR GENERAL SALES CONDITIONS ARE APPLICABLE.

MATERIAL:

POLYURETHAN

COLOR:

CREAM
NO MINIMUMORDER

PRICE/ORDER NUMBER:

37,50 € /31,51 € L900M-KH-001 CREAM, INNER

39,50 € /33,19 € L901M-KH-001 CREAM, OUTER

THE DELIVERY TIME IS USUALLY 6 TO 8 WEEKS.

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HUGO STOOL _ DESIGN: CLAUDIA SANTIAGO AREAL

HUGO, THE MULTI FUNCTIONAL DEPOSIT, STOOL COME COUCH TABLE STARTED OFF THE PRODUCT RANGE IN 2006.

MEASURES:

H 46 (52,5) X B 41 X T 54,5 CM, INCLINE 9°

MATERIALS:

WOOD FRAME, PREMIUM FURNITURE FOAM

COVER:

SYNTETIC LEATHER EXTREMA AU FROM GS:

COLORS:

RED, BEIGE UND BLACK, MINIMUMORDER 1 PIECE/COLOR
25 SPECIAL COLORS, MINIMUMORDER 3 PIECES/COLOR

MATERIAL PROPERTIES:

COMPOSITION: 63 % POLYURETHANE, 37 % COTTON
ABRASION: 150.000 MARTINDALE TEST
LIGHTFASTNESS: 6 - 7
FLAME RESISTANCE: EN 1021-2/93 ETC.
SPECIALITY: ULTRA-FRESH TREATMENT

LEATHER ON DEMAND

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HUGO STOOL _ DESIGN: CLAUDIA SANTIAGO AREAL

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COVER:

SYNTHETIC LEATHER EXTREMA AU FROM GS:

COLORS:

RED, BEIGE UND BLACK, MINIMUMORDER 1 PIECE/COLOR
25 SPECIAL COLORS, MINIMUMORDER 3 PIECES/COLOR

PRICES/ORDER NUMBERS:

1 020,00 € /857,14 € L101H-EA-2250 RED

1 020,00 € /857,14 € L102H-EA-0350 BEIGE

1 020,00 € /857,14 € L103H-EA-0850 BLACK

1 020,00 € /857,14 € L100H-EA-SF+COLOR CODE
FOR SPECIAL COLORS AS PER COLOR CARD GS

LEATHER ON DEMAND

THE DELIVERY TIME IS USUALLY 6 TO 8 WEEKS.

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BRUNO STOOL _ DESIGN: CLAUDIA SANTIAGO AREAL

BRUNO IS A WONDERFUL MULTIFUNCTIONAL PIECES OF A CONTEMPORARY FURNITURE. USE IT AS A ROCKING STOOL, A DEPOSIT OR SIMPLE AS A STOOL.

MEASURES:

H 48,5 X B 71,5 X T 40 CM

MATERIALS:

WOOD FRAME, PREMIUM FURNITURE FOAM

COVER:

SYNTETIC LEATHER EXTREMA AU FROM GS:

COLORS:

RED, BEIGE UND BLACK, MINIMUMORDER 1 PIECE/COLOR
25 SPECIAL COLORS, MINIMUMORDER 3 PIECES/COLOR

MATERIAL PROPERTIES:

COMPOSITION: 63 % POLYURETHANE, 37 % COTTON
ABRASION: 150.000 MARTINDALE TEST
LIGHTFASTNESS: 6 - 7
FLAME RESISTANCE: EN 1021-2/93 ETC.
SPECIALITY: ULTRA-FRESH TREATMENT

LEATHER ON DEMAND

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BRUNO STOOL _ DESIGN: CLAUDIA SANTIAGO AREAL

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COVER:

SYNTHETIC LEATHER EXTREMA AU FROM GS:

COLORS:

RED, BEIGE UND BLACK, MINIMUMORDER 1 PIECE/COLOR
25 SPECIAL COLORS, MINIMUMORDER 3 PIECES/COLOR

PRICES/ORDER NUMBERS:

1 035,00 € /869,75 € L201B-EA-2250 RED

1 035,00 € /869,75 € L202B-EA-0350 BEIGE

1 035,00 € /869,75 € L203B-EA-0850 BLACK

1 035,00 € /869,75 € L200B-EA-SF+COLOR CODE
FOR SPECIAL COLORS AS PER COLOR CARD GS

LEATHER ON DEMAND

THE DELIVERY TIME IS USUALLY 6 TO 8 WEEKS.

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LEO STOOL _ DESIGN: CLAUDIA SANTIAGO AREAL

USE LEO AS A STANDING SUPPORT OR ALSO AS A STOOL.
LET ME TAKE YOU BY SURPRISE. IT ISN'T JUST A STOOL.

MEASURES:

H 48,5 X B 81,5 X T 41 CM

MATERIALS:

WOOD FRAME, PREMIUM FURNITURE FOAM

COVER:

SYNTETIC LEATHER EXTREMA AU FROM GS:

COLORS:

RED, BEIGE UND BLACK, MINIMUMORDER 1 PIECE/COLOR
25 SPECIAL COLORS, MINIMUMORDER 3 PIECES/COLOR

MATERIAL PROPERTIES:

COMPOSITION: 63 % POLYURETHANE, 37 % COTTON
ABRASION: 150.000 MARTINDALE TEST
LIGHTFASTNESS: 6 - 7
FLAME RESISTANCE: EN 1021-2/93 ETC.
SPECIALITY: ULTRA-FRESH TREATMENT

LEATHER ON DEMAND

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LEO STOOL _ DESIGN: CLAUDIA SANTIAGO AREAL

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COVER:

SYNTHETIC LEATHER EXTREMA AU FROM GS:

COLORS:
RED, BEIGE UND BLACK, MINIMUMORDER 1 PIECE/COLOR
25 SPECIAL COLORS, MINIMUMORDER 3 PIECES/COLOR

PRICES/ORDER NUMBERS:

1055,00 € /886,555 € L301L-EA-2250 RED

1055,00 € /886,555 € L302L-EA-0350 BEIGE

1055,00 € /886,555 € L303L-EA-0850 BLACK

1055,00 € /886,555 € L300L-EA-SF+COLOR CODE
FOR SPECIAL COLORS AS PER COLOR CARD GS

LEATHER ON DEMAND

THE DELIVERY TIME IS USUALLY 6 TO 8 WEEKS.



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GTCT GENERAL TERMS AND CONDITIONS OF TRADE

1. EXTENT OF VALIDITY _SUBJ. MATTER OF THE CONTRACT

1.1. OUR GENERAL TERMS AND CONDITIONS (HEREINAFTER CALLED GTCT) SHALL APPLY TO THE CONTRACT WITH THE PURCHASER, IN PARTICULAR, ALL ORDERS WHICH SHALL BE EXECUTED SOLELY ACCORDING TO OUR GTCT. THE GTCT SHALL ONLY APPLY TO BUSINESS TRANSACTIONS WITH COMPANIES WITHIN THE MEANING OF SEC. 310 PARAGRAPH 1 BGB (GERMAN CIVIL CODE). ONLY OUR GTCT SHALL APPLY; ANY CONFLICTING OR SUPPLEMENTARY TERMS AND CONDITIONS OR TERMS AND CONDITIONS THAT DIFFER FROM OURS SHALL NOT BE RECOGNIZED UNLESS THEIR VALIDITY IS EXPRESSLY AGREED IN WRITING. OUR GTCT SHALL ALSO APPLY IF WE DELIVER THE SHIPMENT KNOWING THAT THE PURCHASER OF THE SHIPMENT HAS CONFLICTING TERMS AND CONDITIONS OR TERMS AND CONDITIONS THAT DIFFER FROM OURS.

1.2. ALL AGREEMENTS MADE BETWEEN US AND THE PURCHASER REGARDING THE EXECUTION OF THIS AGREEMENT SHALL BE LAID DOWN IN WRITING IN THIS AGREEMENT.

2. OFFER _CONCLUSION OF THE AGREEMENT _WARRANTIES

2.1 THE CUSTOMER'S ORDER REPRESENTS A BINDING OFFER WHICH WE CAN ACCEPT BY FORWARDING A CONFIRMATION OF ORDER. PREVIOUS OFFERS MADE BY US SHALL BE SUBJECT TO CHANGE WITHOUT NOTICE.

2.2. WE RESERVE THE RIGHT TO MAKE TECHNICAL MODIFICATIONS WHICH DO NOT COMPLY WITH THE DESCRIPTIONS IN THE SALES DOCUMENTATION AND PRICE LISTS. VARIANCES IN TERMS OF DIMENSIONS, COLOR, STRUCTURE AND QUALITY AS ARE CUSTOMARY IN TRADE OF COMMERCE, ALSO INCLUDING SAMPLES AND MODELS IN THE EVENT OF SUBSEQUENT DELIVERIES AND THE PURCHASE OF EXHIBITION PIECES, SHALL BE RESERVED AND SHALL NOT CONSTITUTE ANY ADDITIONAL RIGHTS FOR THE PURCHASER.

2.3. DECLARATIONS MADE IN CONNECTION WITH THIS AGREEMENT (E.G. DESCRIPTIONS OF SERVICES, REFERENCES TO DIN STANDARDS ETC.) SHALL NOT CONSTITUTE A GUARANTEE IN CASE OF DOUBT.

3. PRICES AND TERMS OF PAYMENT

3.1. ONCE THE CURRENT PRICE LIST HAS BEEN PUBLISHED ALL THE PREVIOUS PRICE LISTS SHALL BECOME INVALID. POSSIBLE PRINTING ERRORS IN THE TEXT AND PRICES SHALL NOT ENTITLE THE PURCHASER TO LODGE COMPLAINTS.

3.2. THE LISTED PRICES SHALL BE EX FACTORY. ALL DELIVERIES ABROAD SHALL BE DUTY UNPAID.

3.3. WE SHALL PAY THE PACKAGING COSTS. WE SHALL NOT ACCEPT RETURNED PACKAGING MATERIAL.

3.4. THE DELIVERY SHALL BE MADE SOLELY AGAINST PAYMENT IN ADVANCE. ALL PAYMENTS SHALL BE MADE FREE OF CHARGE AND THE RISK AND COST OF THE PURCHASER.

3.5. THE PURCHASER SHALL ONLY BE ENTITLED TO OFFSET HIS COUNTERCLAIMS IF THESE HAVE BEEN DETERMINED AS BEING LEGALLY EFFECTIVE, UNCONTESTED AND RECOGNIZED BY US.

4. PASSAGE OF RISK _TIME OF PERFORMANCE

4.1. THE DELIVERY SHALL BE AGREED TO BE EX FACTORY UNLESS THE CONFIRMATION OF ORDER STIPULATES OTHERWISE.

4.2. FOR ANY DAMAGES OF TRANSPORTATION, ALTHOUGH NOT PERCEPTIBLE ON THE PACKAGE, A FACTUAL STATEMENT HAS TO BE MADE WITHIN 4 DAYS BY THE RESPECTIVELY DELIVERY SERVICE (POST, RAILWAY, SHIPPING COMPANY ETC.) AND FORWARDED TO US TOGETHER WITH A TRANSFER DEED. REDELIVERIES, ORIGINATED FROM DAMAGE OF TRANSPORTATION (BY MEANS OF THE TYPE OF SHIPMENT OF OUR CHOICE), WHICH NOT HAVE BEEN REPORTED TO US IN DUE TIME AND/OR AND NOT HAVE BEEN PASSED ON WITHOUT THE COMPLETE DOCUMENTS, ARE NOT GOING TO BE ACCEPTED.

4.3. WE SHALL OBSERVE OUR DELIVERY OBLIGATION UNDER THE PROVISD THAT THE PURCHASER FULFILLED HIS OBLIGATION CORRECTLY AND IN DUE TIME. THE DEFENCE OF NONPERFORMANCE OF CONTRACT SHALL BE RESERVED.

4.4. THE SELLER SHALL NOT BE OBLIGED TO MAKE ANY DELIVERIES UNTIL ALL INVOICES DUE HAVE BEEN PAID.

4.5. WE SHALL BE LIABLE ACCORDING TO THE STATUTORY PROVISIONS IF THE DELAY IN DELIVERY IS DUE TO AN INTENTIONAL OR GROSSLY NEGLIGENT BREACH OF CONTRACT ON OUR PART.

4.6. IN THE EVENT OF A DELAY IN DELIVERY WE SHALL OTHERWISE BE LIABLE TO PAY A LUMP-SUM COMPENSATION FOR DELAY NOT EXCEEDING 15% OF THE SHIPMENT VALUE.

5. LIABILITY FOR DEFECTS

5.1. THE PURCHASER MAY ONLY ASSERT WARRANTY CLAIMS PROVIDED IT SHALL BE MADE IN WRITING.

5.2. WARRANTY CLAIMS SHALL NOT BE VALID IN THE EVENT OF MERELY MINOR VARIANCES FROM THE AGREED QUALITY OR IN THE EVENT OF A MERELY MINOR IMPAIRMENT OF USEFULNESS.

5.3. INsofar AS THERE ARE DEFECTS IN THE PURCHASED OBJECT WE RESERVE THE RIGHT TO CHOOSE THE TYPE OF SUBSEQUENT PERFORMANCE (CORRECTION OF DEFECTS OR REPLACEMENT).

5.4. IN THE EVENT THAT THE SUBSEQUENT PERFORMANCE FAILS THE PURCHASER SHALL BE ENTITLED TO EITHER WITHDRAW OR DEMAND A REDUCTION, AS HE CHOOSES.

5.5. WE SHALL BE LIABLE ACCORDING TO THE STATUTORY PROVISIONS INsofar AS THE PURCHASER ASSERTS CLAIMS FOR DAMAGES WHICH ARE DUE TO INTENT OR GROSS NEGLIGENCE INCLUDING INTENT AND GROSS NEGLIGENCE BY OUR REPRESENTATIVES. IF WE ARE NOT BLAMED FOR AN INTENTIONAL BREACH OF CONTRACT LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE PREDICTABLE DAMAGE THAT WOULD TYPICALLY OCCUR.

5.6. WE SHALL BE LIABLE ACCORDING TO THE STATUTORY PROVISIONS IF WE ARE AT FAULT FOR VIOLATING AN ESSENTIAL CONTRACTUAL OBLIGATION IN WHICH CASE LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE PREDICTABLE DAMAGE THAT WOULD TYPICALLY OCCUR.

5.7. IN THE EVENT THAT THE PURCHASER IS ENTITLED TO CLAIM COMPENSATIONS FOR DAMAGE INSTEAD OF PERFORMANCE, OUR LIABILITY SHALL BE LIMITED TO COMPEN-

SATION OF THE PREDICTABLE DAMAGE THAT WOULD TYPICALLY OCCUR ALSO WITHIN THE SCOPE OF PARAGRAPH 5.4.

5.8. NOTHING SHALL AFFECT LIABILITY IN THE EVENT OF A CULPABLE INJURY TO LIFE, BODY AND HEALTH; THIS SHALL ALSO APPLY TO THE MANDATORY LIABILITY UNDER THE LAW ON PRODUCT LIABILITY.

5.9. THE PERIOD OF LIMITATION FOR WARRANTY CLAIMS SHALL BE 12 MONTHS BEGINNING WITH THE PASSAGE OF RISK.

6. PLACE OF JURISDICTION _ PLACE OF PERFORMANCE

6.1. SOLE PLACE OF JURISDICTION FOR CONTRACTS WITH COMMERCIAL AGENTS, LEGAL ENTITIES UNDER PUBLIC LAW OR SPECIAL FUNDS UNDER PUBLIC LAW SHALL BE THE COURT OF COMPETENT JURISDICTION FOR OUR OFFICE.

6.2. OUR REGISTERED OFFICE IN ESSEN SHALL BE THE PLACE OF PERFORMANCE INsofar AS NOT STIPULATED OTHERWISE IN OUR CONFIRMATION OF ORDER.

7. APPLICABLE LAW

7.1. THE LAW OF THE FEDERAL REPUBLIC OF GERMANY SHALL APPLY. THE UN CONVENTION ON THE INTERNATIONAL SALE GOODS SHALL NOT APPLY.