



futura floors

Floors that inspire well being

Catalogue

Outdoor 2020/2



www.futurafloors.com



organic world spaces

Solid and engineered flooring - We offer the finest floors which have been carefully selected for those who anticipate world trends and respect our planet so that together we may build a world that inspires well being. Because where there is well being, there is also happiness.

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Decking

The use of wood, a natural material, has enjoyed enormous growth outdoors over the years. High quality wood from around the world such as Ipe, Cumaru, Garapa, Marfil and Massaranduba is ideal for outdoor use due to its natural properties. Thanks to the latest technology, these are dried and finished into a high-quality covering for outdoor use. European wood such as larch and oak offers excellent value for money. WPC (Wood Plastic Composite) a wood plastic mixture is also becoming increasingly popular as an outdoor floor covering due to its homogeneous and easy-care surface. SUSTAINABILITY and LEGAL COMPLIANCE are very important for our wood products! We are aware that the next generations also want to live with the wonderful natural building material WOOD.



Obtained from domestic European forests



Environmentally friendly



All natural Surfaces with bevelled edges may be finished with oils from page 11.

All our decking in smooth surface profile is sanded several times before delivery. Please always give us the desired visible side when ordering combination profiles!

Cumaru Champagne Prime

Durability class according to DIN EN 350-2: I (very durable)



Article no.	Dimensions	Lengths	Profile
DE-100370/ DE-100371	21 x 145 mm	1830/2130/2450/2750/3050/3350/3660/ 3970/4270/4570/4880/5180/5490/5790/ 6100 mm	smooth on both sides*



Cumaru Pink Prime

Durability class according to DIN EN 350-2: I (very durable)

Article no.	Dimensions	Lengths	Profile
DE-101180/ DE-101181	21 x 145 mm	1830/2130/2450/2750/3050/3350/3660/ 3970/4270/4570/4880/5180/5490/5790/ 6100 mm	smooth on both sides*

Garapa Prime

Durability class according to DIN EN 350-2: I-II (permanent to very permanent)



Article no.	Dimensions	Lengths	Profile
DE-100372/ DE-100373	21 x 145 mm	2130/2450/2750/3050/3350/3660/ 3970/4270/4570/4880/5180/5490/ 5790/6100 mm	smooth on both sides*
DE-101286	25 x 145 mm	2130/2450/2750/3050/3350/3660/ 3970/4270/4570/4880/5180/5490/ 5790/6100 mm	smooth on both sides*

On enquiry

* sanded several times without surcharge



Ipe Prime

Durability class according to DIN EN 350-2: I (very durable)



Article no.	Dimensions	Lengths	Profile
DE-100381/ DE-100382	21 x 145 mm	2130/2450/2750/3050/3350/3660/ 3970/4270/4570/4880/5180/5490/ 5790/6100 mm	smooth on both sides*

Cumaru Champagne Prime

Durability class according to DIN EN 350-2: I (very durable)



Article no.	Dimensions	Lengths	Profile
DE-100370 R0152	21 x 145 mm	1830/2130/2450/2750 mm (tongue and groove - only on the head)	smooth on both sides*



Massaranduba Prime

Durability class according to DIN EN 350-2: I-II (permanent to very permanent)

Article no.	Dimensions	Lengths	Profile
DE-100383	25 x 145 mm	2130/2450/2750/3050/3350/3660/ 3970/4270/4570/4880/5180/5490/ 5790/6100 mm	small rilled / big rilled



Garapa Prime

Durability class according to DIN EN 350-2: I-II (permanent to very permanent)

Article no.	Dimensions	Lengths	Profile
DE-100372 R0152	21 x 145 mm	2130/2450/2750 mm (tongue and groove - only on the head)	smooth on both sides*
DE-101286 R0152	25 x 145 mm	2130/2450/2750 mm (tongue and groove - only on the head)	smooth on both sides*

Marfil Prime

Durability class according to DIN EN 350-2: I-II (permanent to very permanent)



Article no.	Dimensions	Lengths	Profile
DE-101549	21 x 145 mm	2130/2450/2750/3050/3350/3660/ 3970/4270/4570/4880/5180/5490/ 5790/6100 mm	smooth on both sides*

Ipe Prime

Durability class according to DIN EN 350-2: I (very durable)



Article no.	Dimensions	Lengths	Profile
DE-100381 R0152	21 x 145 mm	2130/2450/2750 mm (tongue and groove - only on the head)	smooth on both sides*

* sanded several times without surcharge

On enquiry

* sanded several times without surcharge



Massaranduba Prime



Durability class according to DIN EN 350-2: I-II (durable to very durable)

Article no.	Dimensions	Lengths	Profile
DE-100383 R0152	25 x 145 mm	2130/2450/2750 mm (tongue and groove - only on the head)	small rilled / big rilled

Garapa Prime



Durability class according to DIN EN 350-2: I-II (durable to very durable)

Article no.	Dimensions	Lengths	Profile
DE-103837	21 x 135 mm	2130/2450/2750 mm (tongue and groove - only on the head)	special profile*

* sanded several times without surcharge



Marfil Prime

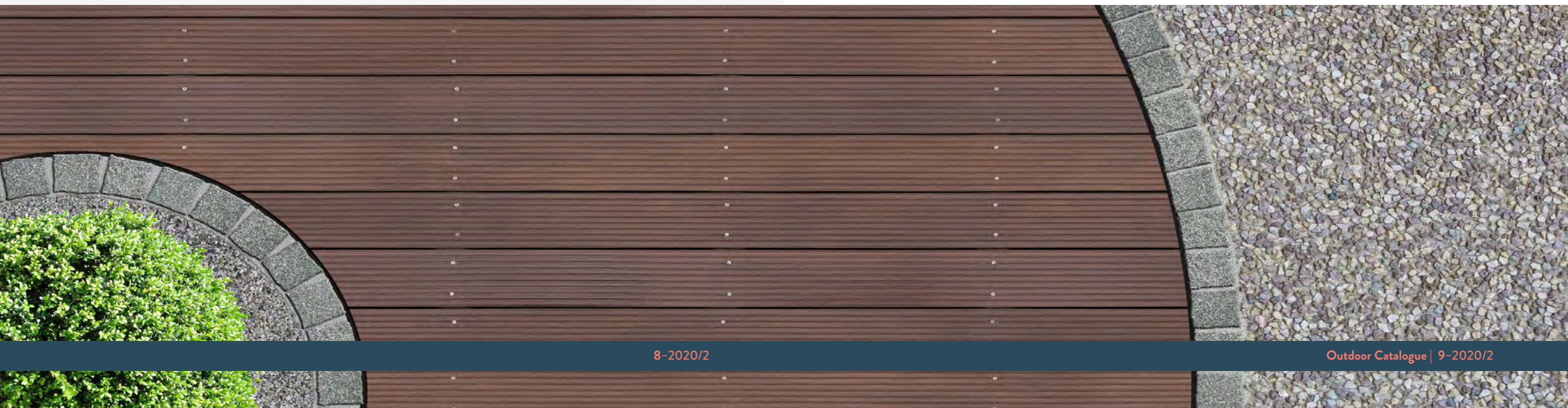
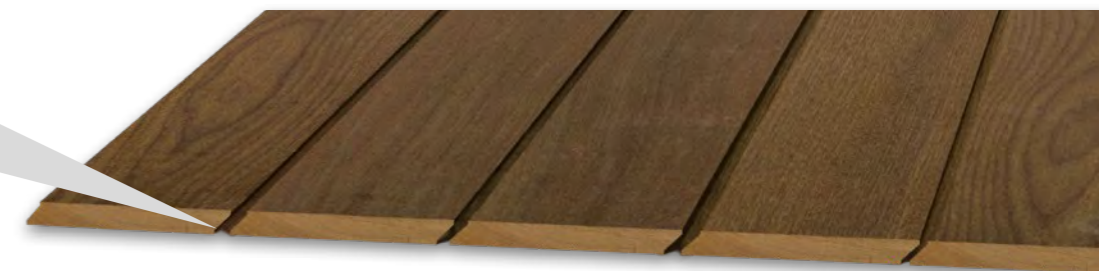
Durability class according to DIN EN 350-2: I-II (durable to very durable)

Article no.	Dimensions	Lengths	Profile
DE-101549 R0152	21 x 145 mm	2130/2450/2750 mm (tongue and groove - only on the head)	smooth on both sides*

* sanded several times without surcharge



Invisible gap profile





Standard oak

Durability class according to DIN EN 350-2: II-III (durable to moderately durable)

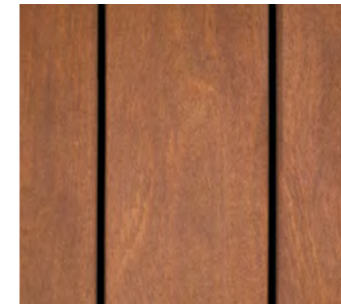


Article no.	Dimensions	Lengths	Profile
X-DE101336	25 x 120 mm	2000 - 4000 mm	smooth on both sides*
X-DE101478	25 x 120 mm	2000 - 4000 mm	both sides small rilled
X-DE100365	25 x 140 mm	2000 - 4000 mm	smooth on both sides*
X-DE100364	25 x 140 mm	2000 - 4000 mm	both sides small rilled

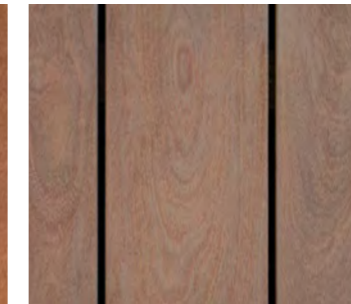
Decking with a smooth profile factory-finished with RUBIO MONOCOAT offers great protection using natural oil (oiling on three sides). 100% VOC-free, the oils are available in many trendy colors. This surface treatment guarantees a long-lasting finish.

- easy to use, only one application, no overlaps, fast drying
- high coverage, low consumption, therefore economical
- very high UV protection compared to other outdoor oils thanks to RMC technology with integrated UV stabilizers
- environmentally friendly: no solvents, water or evaporations, organic compounds

Cumaru - Champagne Prime

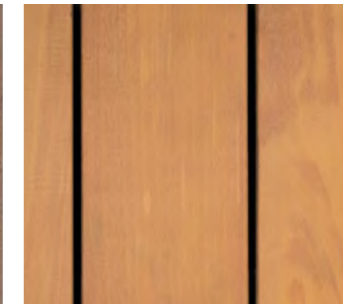


Item number: R0158 - Prices (net): grinding / colored oiling. RMC # E012 (Ipe).



Item number: R0160 - Prices (net): sanding / colored oiling. RMC # E008 (light grey).

Garapa - Prime



Item number: R0159 - Prices (net): sanding / colored oiling. RMC # E014 (larch).



Item number: R0160 - Prices (net): sanding / colored oiling. RMC # E008 (light grey).

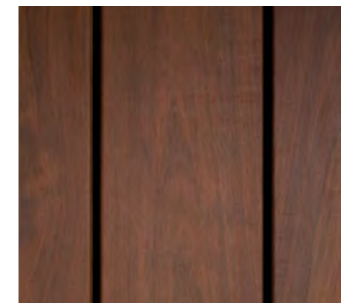


Siberian larch

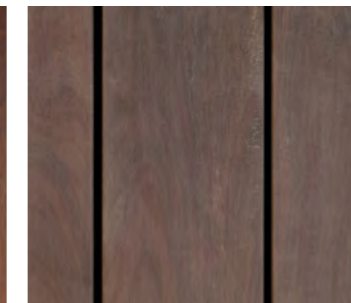
Durability class according to DIN EN 350-2: II-III (durable to moderately durable)

Article no.	Dimensions	Lengths	Profile
DE-100230	26 x 143 mm	3000/4000/5100/6000 mm	smooth on both sides*
DE-100232	26 x 143 mm	3000/4000/5100/6000 mm	both sides small rilled
DE-100584	26 x 143 mm	3000/4000/5100/6000 mm	big rilled on both sides
DE-100230 R0049	26 x 143 mm	3000/4000/5100/6000 mm	brushed
DE-100235	40 x 143 mm	3000/4000/5100/6000 mm	smooth on both sides*
DE-101485	40 x 143 mm	3000/4000/5100/6000 mm	both sides small rilled
DE-101486	40 x 143 mm	3000/4000/5100/6000 mm	big rilled on both sides

Ipe - Prime



Item number: R0158 - Prices (net): grinding / colored oiling. RMC # E012 (Ipe).



Item number: R0160 - Prices (net): sanding / colored oiling. RMC # E008 (light grey).

Marfil - Prime



Item number: R0159 - Prices (net): sanding / colored oiling. RMC # E014 (larch).

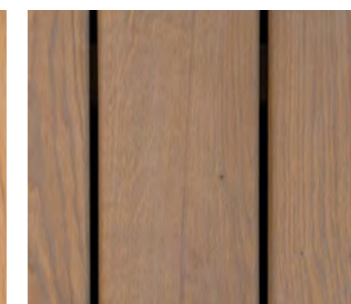


Item number: R0160 - Prices (net): sanding / colored oiling. RMC # E008 (light grey).

Oak - standard



Item number: R0159 - Prices (net): sanding / colored oiling. RMC # E014 (larch).

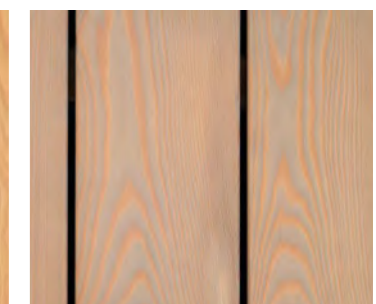


Item number: R0160 - Prices (net): sanding / colored oiling. RMC # E008 (light grey).

Siberian larch



Item number: R0159 - Prices (net): sanding / colored oiling. RMC # E014 (larch).



Item number: R0160 - Prices (net): sanding / colored oiling. RMC # E008 (light grey).

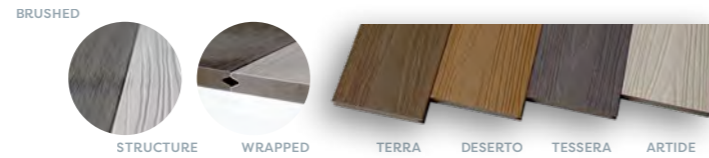
* sanded several times without surcharge



COLOURS: TERRA, DESERTO, TESSERA, ARTIDE

WPC Encased Prime

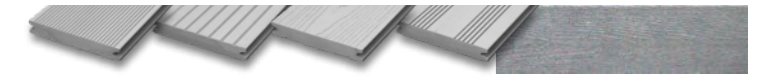
Durability class according to DIN EN 350-2: II (durable)



Article no.	Dimensions	Lengths	Profile	Colour	Package contents
DE-101214	22 x 143 mm	3000/3600/4200/4800 mm	structure/brushed	Artide	2/3 pieces
DE-101215	22 x 143 mm	3000/3600/4200/4800 mm	structure/brushed	Tessera	2/3 pieces
DE-101216	22 x 143 mm	3000/3600/4200/4800 mm	structure/brushed	Deserto	2/3 pieces
DE-101217	22 x 143 mm	3000/3600/4200/4800 mm	structure/brushed	Terra	3/2 pieces

WPC Prime light grey

Durability class according to DIN EN 350-2: II (durable)



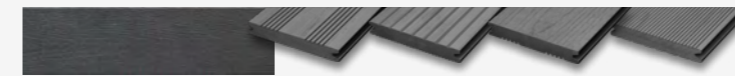
Article no.	Dimensions	Lengths	Profile	Package contents
DE-100397	22 x 143 mm	3000/3600 mm	small rilled/big rilled	3 pieces
DE-100397	22 x 143 mm	4200/4800 mm	small rilled/big rilled	2 pieces
De-100396	22 x 143 mm	3000/3600 mm	structure/french	3 pieces
De-100396	22 x 143 mm	4200/4800 mm	structure/french	2 pieces



WPC Prime light brown

Durability class according to DIN EN 350-2: II (permanent)

Article no.	Dimensions	Lengths	Profile	Package contents
DE-100393	22 x 143 mm	3000/3600 mm	small rilled/big rilled	3 pieces
DE-100393	22 x 143 mm	4200/4800 mm	small rilled/big rilled	2 pieces
DE-100392	22 x 143 mm	3000/3600 mm	structure/french	3 pieces
DE-100392	22 x 143 mm	4200/4800 mm	structure/french	2 pieces



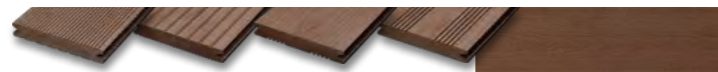
WPC Prime dark grey

Durability class according to DIN EN 350-2: II (durable)

Article no.	Dimensions	Lengths	Profile	Package contents
DE-100399	22 x 143 mm	3000/3600 mm	small rilled/big rilled	3 pieces
DE-100399	22 x 143 mm	4200/4800 mm	small rilled/big rilled	2 pieces
DE-100398	22 x 143 mm	3000/3600 mm	structure/french	3 pieces
DE-100398	22 x 143 mm	4200/4800 mm	structure/french	2 pieces

WPC Prime dark brown

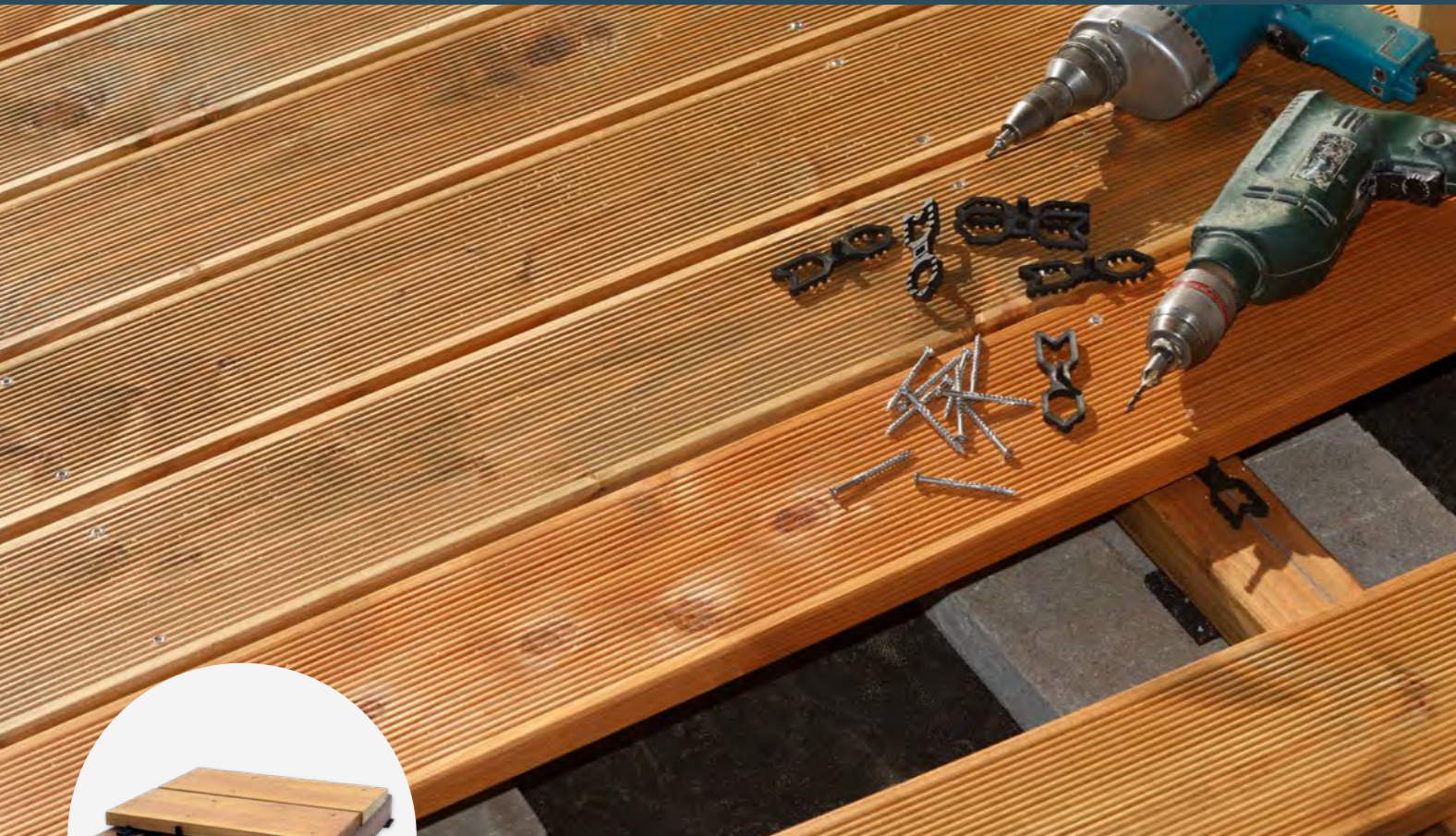
Durability class according to DIN EN 350-2: II (durable)



Article no.	Dimensions	Lengths	Profile	Package contents
DE-100395	22 x 143 mm	3000/3600 mm	small rilled/big rilled	3 pieces
DE-100395	22 x 143 mm	4200/4800 mm	small rilled/big rilled	2 pieces
DE-100394	22 x 143 mm	3000/3600 mm	structure/french	3 pieces
DE-100394	22 x 143 mm	4200/4800 mm	structure/french	2 pieces

Please always give us the desired visible side when ordering combination profiles!

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Example - various types of under-construction

Accessories

We offer various types of accessories for ease of decking installation. Our wide variety of options allows you to match every requirement and possible surrounding. The accessories are made of high-quality materials to ensure the stability of the structure and thus extend its service life.



Obtained from domestic European forests



Environmentally friendly

Silky matt aluminum

Article no.	Dimensions	Lengths	Profile
DE-100400	24 x 58 mm	4000 mm	FF Special
DE-100401	38 x 58 mm	4000 mm	FF Special



Angelim Pedra standard

Durability class according to DIN EN 350-2: II (durable)

Article no.	Dimensions	Lengths	Profile
DE-100402	45 x 70 mm	1850 - 6100 mm	2-sides small rilled/ 2-sides smooth

Siberian larch

Durability class according to DIN EN 350-2: II -III (durable to moderately durable)

Article-Nr	Dimensions	Lengths	Profile
DE-100242	44 x 68 mm	3000/3600/3900/4000/ 5100/5400/5700/6000 mm	smooth on all sides



WPC standard

Durability class according to DIN EN 350-2: II (durable)

Article no.	Dimensions	Lengths	Profile
DE-100407	30 x 50 mm	4000 mm	smooth on all sides
DE-100408	40 x 60 mm	4000 mm	smooth on all sides



Professional rubber granulate pad

Underlay for bridging minor unevenness, as well as for protecting and insulating underconstruction. (Requirement: 2 pads per linear meter of underconstruction)



Article no.	Article	Content/package
AC-102765	Rubber granulate pad (8 x 40 x 80 mm)	1 piece loose

Professional decking bases

Underlay for bridging minor unevenness, as well as for protecting and insulating underconstruction. (Requirement: 2 pads per linear meter of underconstruction)



Article no.	Article	Content/package
AC-102935	Decking bases adjustment range (18-30 mm)	1 piece loose



Article no.	Article	Content/package
AC-102925	Decking bases adjustment range (35-70mm)	1 piece loose



Article no.	Article	Content/package
AC-102926	Decking bases adjustment range (66-145mm)	1 piece loose



Article no.	Article	Content/package
AC-102927	Decking bases adjustment range (140-220mm)	1 piece loose

Professional stainless steel screws TX 25

Professional self-drilling screw made of hardened and rustproof stainless steel with optimized thread and optimized three-zone screw head. Area of application: For screwing all common types of wood onto a wooden underconstruction. Requirement: Depending on the distance of the underconstruction, per meter. Each decking piece requires 4-6 screws.

Article no.	Article	Content/Package
AC-104617	5 x 50 mm for decking with a thickness of 20 mm	100 pieces
AC-104615	5 x 60 mm for decking with a thickness of 25-27 mm	100 pieces
AC-104616	5 x 70 mm for decking with a thickness of 35-45 mm	100 pieces



Professional self-tapping screw made from hardened and rustproof stainless steel. Allows a perfect hold without pre-drilling the metal profiles. Special drill tip for aluminum, as well as an optimized three-zone screw head.

Article no.	Article	Content/Package
AC-100854	5.5 x 45 mm - for screwing all common types of wood with a thickness of 20-26 mm on an aluminum underconstruction. Requirement: Depending on the distance of the underconstruction, per meter. Decking 4-6 screws 5.5 x 45 mm required.	100 pieces





Special fix stainless steel professional set for wooden decking

Special fastening clip made of rustproof stainless steel, colour-coordinated with light-coloured wood types for the invisible fastening of wooden decking on wooden and aluminum underconstruction. Advantage: This fastening clip creates additional ventilation of approx. 5 mm between the underconstruction and decking.



Article no.	Article	Content/ Package
AC-102671	Standard package - 200 Special fix mounting clips including mounting screws: TX15 4.2x17 mm - 400 pieces; TX 15 4.2x28 mm - 200 pieces, as well as a borehole template as a joint spacer and Profi-Bit TX 15. Requirement: A standard package is sufficient to fasten approx. 6.5 m ² of decking.	200 Clips
AC-102672	Object package - 400 Special fix fastening clips including fastening screws: TX15 4.2x17 mm - 800 pieces; TX 15 4.2x28 mm - 400 pieces, as well as a borehole template as a joint spacer and professional bit TX 15. Requirement: One object package is enough to fasten approx. 13 m ² of decking	400 Clips



Special fix stainless steel professional set black for wooden decking

Special fastening clip made of rustproof stainless steel, colour-coordinated with dark types of wood for the invisible fastening of wooden decking on wooden and aluminum underconstruction. Advantage: This fastening clip creates additional ventilation of approx. 5 mm between the underconstruction and decking.

Article no.	Article	Content/ Package
AC-102673	Standard package - 200 Special fix mounting clips including mounting screws TX15 4.2x17 mm - 400 pieces; TX15 4.2x35 mm - 200 pieces, as well as Profi Bit TX 15 incl. 1 drill hole template as joint spacer. Requirement: A standard parquet is sufficient to fasten approx. 6.5 m ² of decking.	200 Clips
AC-102674	Object package - 400 Special fix mounting clips including mounting screws TX15 4.2x17 mm - 800 pieces; TX15 4.2x35 mm - 400 pieces, as well as Profi Bit TX 15 incl. 1 drill hole template as joint spacer. Requirement: One object package is sufficient to fasten approx. 13 m ² of decking.	400 Clips

WPC professional decking clip

Professional fastening clip made of rust-free stainless steel for the invisible fastening of WPC decking on WPC or aluminum underconstruction. The clip automatically creates the ideal gap for WPC of approx. 4 mm.



Article no.	Article	Content/ Package
AC-104116	WPC professional decking clip	100 clips including screws are sufficient for approx. 5 sqm
AC-104117	WPC professional start and end clip	50 clips including screws are sufficient for approx. 25 UK



Where there is well-being,
there is happiness. futura

www.futurafloors.com



Exterior oils and cleaners

RMC Hybrid Wood Protector is a high-quality wood protection based on natural oil. 100% VOC-free, suitable for children's toys and a guarantee for a long-lasting wooden surface.

- + easy to use, only one application, no overlaps, quick drying
- + High yield, low consumption, therefore economical
- + Very long UV protection compared to other outdoor oils thanks to RMC technology with integrated UV- stabilizers
- + Environmentally friendly: No solvents, water or volatile organic compounds

RMC Exterior Wood Cleaner for cleaning dirty and greasy wood before oiling.
RMC Soap for regular maintenance and cleaning of decking.

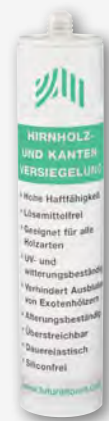


Article no.	Article	Colour	Content/ package	Consumption/ Productivity
AC-103544 X-AC-103521	RMC Hybrid Wood Protector	Light grey # E008 for all types of wood	0,5 L 2,5 L	ca. 15 m ² ca. 75 m ²
AC-103545 X-AC-103522	RMC Hybrid Wood Protector	Ipe # E012 for Bangkirai, Cumaru, Ipe, Curupau, Momoqui	0,5 L 2,5 L	ca. 15 m ² ca. 75 m ²
AC-103546 X-AC-103523	RMC Hybrid Wood Protector	Larch # E014 for Garapa, Marfil, Douglas fir, oak, Siberian larch	0,5 L 2,5 L	ca. 15 m ² ca. 75 m ²
AC-103520	RMC Exterior Wood Cleaner	-	1,0 L	ca. 15 m ²
AC-102941	RMC Soap	-	1,0 L	ca. 500 m ²



End and edge sealing

Application: reduces bleeding and cracking on the cut and front edges of the decking.



Article no.	Article	Content/package
AC-100868	End grain and edge sealing	310 ml

We combine durability and comfort

Exotic hardwoods and WPC materials used for decking are very resistant to all environmental conditions, especially all types of precipitation, high and low temperatures. Due to these properties, they are ideal for use in outdoor areas with different purposes and have found their application in the design of swimming pool areas due to their durability.



Contact person in the back office



Contact person in the field

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Our story.

we offer finest flooring, selected with care for those who anticipate world trends and respect the planet. so that together we may build a world that inspires wellbeing, for where there is wellbeing, there is happiness. futura.

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Futura Floors General terms and conditions of sales and delivery

§ 1 Scope

- 1.1 These general terms and conditions (AGB-K) apply exclusively to the business relationship (= initiation, formation and execution of contracts for the delivery of movable goods ("goods" or "products") from Futura Floors GmbH (legal entity : Futura Floors GmbH, Industriestra. 11A, 96114 Hirschaid, as the user of these terms and conditions and contractual partner) with its customers (= consumers, entrepreneurs).
- 1.2 A consumer is any natural person who concludes a legal transaction for purposes that are predominantly neither their commercial nor their independent professional activity can be attributed (§ 13 BGB). Entrepreneur is any natural or legal person or a legal partnership that acts in the course of a legal transaction in the exercise of their commercial or independent professional activity (§ 14 BGB).
- 1.3 For the business relationship of Futura Floors GmbH with company The general terms and conditions for entrepreneurs (AGB-U) in section II also apply.
- 1.4 The general terms and conditions of Futura Floors GmbH apply exclusively; general conditions of the customer for his business relationships do not become part of the contract, even if they are known by Futura Floors GmbH, unless their validity is expressly approved in writing by Futura Floors GmbH.

§ 2 Quality of product

The following is agreed as the quality of the goods ordered: Wood is a natural product; its natural properties, deviations and characteristics must always be observed. In particular, the customer has to take into account its biological, physical and chemical properties when buying and using. The range of natural color, structure and other differences within a type of wood is one of the properties of the natural product wood and does not constitute a reason for complaint or liability. Professional advice is to be obtained by the customer on his own responsibility.

§ 3 offers, conclusion of contract, right of withdrawal

- 3.1 The presentation of goods in sales rooms or via a web shop / homepage does not constitute a binding offer from Futura Floors GmbH.
- 3.2 At the request of a customer, Futura Floors gives the customer a non-binding offer to conclude a purchase contract, which prompts the customer to submit a binding offer is (invitatio ad offerendum).
- 3.3. An order placed by the customer based on the non-binding offer constitutes a binding offer by the customer in accordance with § 145 BGB to conclude a purchase contract.
- 3.4 Futura Floors GmbH can make an offer of the customer while absent (§ 147 paragraph 2 BGB) within 12 working days (Calculation of deadlines without Saturdays, Sundays and public holidays; the day of receipt of the order is not included) at its own discretion by accepting the delivery in text form (e.g. email) or delivering the goods, unless otherwise agreed. With the acceptance by Futura Floors GmbH, the contract between the customer and Futura Floors GmbH comes into being (contract conclusion).
- 3.5 If the contract is not concluded within the acceptance period (Section 3 No. 3.4 Sentence 1), the customer's offer expires (Section 3 No. 3.3).
- 3.6 Legal right of withdrawal for consumers with distance contracts:
 - a. For distance contracts for the delivery of goods, customers who are consumers (§ 1 No. 1.2 sentence 1) have a right of withdrawal in accordance with the statutory provisions. This right of withdrawal does not exist for goods that were made according to customer specifications or that are clearly tailored to the personal needs of the customer.
 - b. Does a consumer exercise the right of withdrawal according to Section 3 No.
- 3.6 a. Use, he has to bear the regular costs of the return.

- c. For the rest, the regulations apply, which are detailed in the following cancellation policy:

Right of withdrawal Withdrawal

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day on which the last partial shipment or the last piece was delivered. In order to exercise your right of cancellation, you have to give us Futura Floors GmbH, Industriestraße 11A, 96114 Hirschaid, Telephone: 09543 4180919, Fax : 09543 4180912, Email: info@futurafloors.de) by means of a clear statement (e.g. a letter sent by post, Fax or email) of your decision to cancel this contract. You can use the attached sample cancellation form, but this is not mandatory. You can also electronically fill in and send the sample withdrawal form or another clear statement on our website www.futurafloors.com. If you make use of this option, we will send you a confirmation of receipt of such a revocation immediately (e.g. by email). To meet the cancellation deadline, it is sufficient for you to send your communication regarding your right of cancellation before the cancellation period expires.

Consequences of cancellation

If you cancel this contract, we will return all payments to you that we have received from you, including delivery costs (with the exception of the additional costs that result from the fact that you chose a different type of delivery than the cheap standard delivery we have offered) to repay immediately and at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. For this repayment, we use the same means of payment that you used in the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment. We can refuse the repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

End of revocation

§ 4 packaging, shipping, delivery, transfer of risk

- 4.1 Unless otherwise agreed, all packaging and shipping costs for transport to the customer shall be borne by the customer, which are shown separately on the invoice. However, this only applies if they are announced when placing the order before the customer makes a binding offer.
- 4.2 Unless otherwise agreed, delivery is made from the warehouse to the delivery address specified by the customer, free to the curb.
- 4.3. The delivery takes place by truck, plane or ship. If a delivery is made by truck, the unloading point must be accessible to the customer with a heavy truck or truck-mounted forklift. Futura Floors GmbH can assume this until further notice.
- 4.4 Information about the delivery period is non-binding. The expected delivery period or expected delivery date is specified in the order confirmation (delivery period).
- 4.5 The delivery obligation of Futura Floors GmbH is subject to the self-supply by the suppliers of Futura Floors GmbH; however, this only applies if Futura Floors GmbH is not responsible for the non-delivery.
- 4.6 If Futura Floors GmbH according to § 4 No. 4.1. or is unable to deliver an ordered product for any other reason through no fault of his own, the customer will be informed immediately that the ordered product is not available. If the impediment to performance continues for more than three months, both contracting parties are entitled to withdraw from the contract. The customer's statutory claims going beyond this remain unaffected.

The return service rendered by the customer will be refunded immediately in the event of cancellation by Futura Floors GmbH.

- 4.7 The fulfillment of the contract in partial deliveries and partial services is permissible to a reasonable extent. Additional costs arising from partial deliveries or partial services are not charged to the customer, but are to be borne by Futura Floors GmbH.
- 4.8 The risk of accidental loss and accidental deterioration of the goods passes to the customer upon delivery. The handover is the same if the customer is in default of acceptance.
- 4.9 If Futura Floors GmbH sends the sold item to a place other than the place of performance (mail order purchase) at the customer's request, the risk of accidental loss and accidental deterioration only passes to the buyer if the customer is the forwarder, the carrier or has otherwise instructed a person or institution to carry out the shipment and Futura Floors GmbH has not previously named this person or institution to the buyer.

§ 5 Prices, payment

- 5.1 The statutory value added tax is included in product prices, unless this is shown separately. If the sales tax is shown separately, it must be paid in addition to the product price. The product prices are exclusive of shipping and packaging costs.
- 5.2 The deduction of cash discount requires a special agreement in text form.
- 5.3 In the case of a cash purchase, the purchase price is due immediately upon receipt without deduction. In all other cases, unless otherwise agreed in text form, the purchase price must be paid by the customer without any deduction within 14 days after receipt of the invoice, but no later than 14 days after delivery.
- 5.4 For orders from customers abroad or if there are reasonable grounds for a risk of payment default, Futura Floors GmbH reserves the right to deliver only after receipt of the purchase price together with shipping and packaging costs. If Futura Floors GmbH makes use of the prepayment reservation, Futura Floors GmbH will inform the customer immediately.
- 5.5 The receipt of money at Futura Floors GmbH is decisive for the observance of payment deadlines and dates. This also applies to the timeliness of payment in the event that the customer has been granted a cash discount.
- 5.6 Payments by checks or bills of exchange are excluded.
- 5.7 During the delay, the customer has to pay interest on the monetary debt in the amount of 5 percentage points above the respective base rate. If Futura Floors GmbH can prove a higher damage caused by delay, then Futura Floors GmbH can claim this.

§ 6 Offsetting; Lien

- 6.1 The customer is only entitled to offset against claims of Futura Floors GmbH with legally established, recognized or undisputed claims. The customer is also entitled to offset against claims of Futura Floors GmbH if he makes complaints or counterclaims from the same purchase contract.
- 6.2 The customer may only exercise a right of retention if his counterclaim is based on the same contract.

§ 7 Rights of the customer in case of defects

- 7.1 The statutory provisions apply to the customer's rights in the event of material and legal defects (defects), unless otherwise specified below. The general limitation of liability of Futura Floors GmbH according to § 8 applies to claims for damages against Futura Floors GmbH due to a defect.
- 7.2 For the purpose of checking claims for defects, the customer must fully and truthfully inform and support Futura Floors GmbH about the circumstances of the individual case. This also includes the transmission of photographs in sufficient number and quality by the customer for the purpose of checking the claims for defects, as well as the immediate answering of queries.

- 7.3 Futura Floors GmbH bears the expenses required for the purpose of testing and supplementary performance, in particular transport, travel, labor and material costs, if there is actually a defect. If the customer has incorporated the defective item in another item or attached it to another item in accordance with its type and intended use, Futura Floors GmbH is obliged as part of the supplementary performance to provide the customer with the necessary expenses for removing the defective item and installing or installing it to replace the repaired or delivered defect-free item (reimbursement of expenses). The rights of the customer are excluded if he knows the defect when installing or attaching the defective item. If the customer is not aware of a defect due to gross negligence, the customer can only assert rights due to this defect if Futura Floors GmbH maliciously concealed the defect or assumed a guarantee for the quality of the item.
- 7.4 If there is actually no defect, Futura Floors GmbH can demand reimbursement from the customer of the costs arising from the unjustified request to remedy the defect.

§ 8 liability

The liability of Futura Floors GmbH from and in connection with the business relationship is limited as follows:

- 8.1 For slight negligence, Futura Floors GmbH is only liable for breach of essential contractual obligations, the violation of which jeopardizes the achievement of the purpose of the contract, or for the violation of obligations, the fulfillment of which proper execution of the contract is made possible and the customer regularly trusts in compliance. In this case, Futura Floors GmbH is only liable for the foreseeable, contract-typical damage. Futura Floors GmbH is not liable for the slightly negligent violation of obligations other than those mentioned in the previous sentences.
- 8.2 If the cause of the damage is based on an intentional or grossly negligent breach of duty by Futura Floors GmbH or a legal representative or vicarious agent of Futura Floors GmbH, Futura Floors GmbH has unlimited liability.
- 8.3 Claims under the Product Liability Act, due to a defect after assuming a guarantee for the quality of a product or in the case of fraudulently concealed errors and damage to health, limb and life as well as claims already arising from negligence at the time of contract negotiations at the time of inclusion of these conditions remain from the foregoing Limitation of liability unaffected.

§ 9 Retention of title

- 9.1 Futura Floors GmbH reserves the ownership or the right to the purchase of the sold goods until the purchase price has been paid in full.
- 9.2 The customer is obliged to immediately notify Futura Floors GmbH of third-party access to the goods subject to retention of title, for example in the event of attachment or damage as well as the destruction of the goods.
- 9.3 If the customer behaves contrary to the contract, in particular if the purchase price is not paid, Futura Floors GmbH is entitled to withdraw from the contract in accordance with the statutory provisions and to demand the goods back. If the customer does not pay the purchase price due, Futura Floors GmbH may only assert this right if Futura Floors GmbH has previously unsuccessfully set a reasonable payment deadline for the customer who is a consumer or if such a deadline can be dispensed with in accordance with the statutory provisions.

§ 10 Limitation

- 10.1 For consumers, the general limitation period for defects and claims for damages is 2 years from delivery. If an acceptance has been agreed, the limitation period begins with the acceptance.
- 10.2 This does not affect statutory special regulations on limitation, in particular in accordance with Section 438 (1) No. 1, No. 3 and Section 3 of the Ger



man Civil Code, Sections 444, 479 of the German Civil Code, Section 634a (1) No. 2 of the German Civil Code and in cases of injury to life, limb or health, within the framework culpable liability in the event of intent and gross negligence as well as claims for damages under the Product Liability Act.

§ 11 Data protection

- 11.1 Futura Floors GmbH will only collect and use personal customer data (e.g. title, name, address, date of birth, email address, telephone number, fax number, bank details, credit card number) in accordance with the provisions of the applicable statutory data protection law.
- 11.2 The customer has the right, upon written request, to be informed of the personal data stored about him

§ 12 Applicable law, place of jurisdiction, online dispute resolution

- 12.1 The law of the Federal Republic of Germany applies to these Terms and Conditions and our contractual relationships with the customer, excluding the UN Sales Convention.
- 12.2 If the customer has placed his order as a consumer and is habitually resident in another country at the time of his order, the application of mandatory legal provisions of that country remain unaffected by the choice of law made in sentence 1.
- 12.3 The European Commission provides a platform for online dispute resolution (OS), which the customer can access at <http://ec.europa.eu/consumers/odrl/>. The seller is not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration board.

II. General terms and conditions for entrepreneurs (AGB-U)

§ 13 General, supplement to § 3 offers, conclusion of contract, right of withdrawal

- 13.1 The following General Terms and Conditions for Entrepreneurs (AGB-U) only apply to entrepreneurs within the meaning of Section 1 No. 1.2 Clause 2. The AGB-U supplement the above provisions in Section I. of the AGB-K and take precedence if and as far as the AGB-U contain different regulations.
- 13.2 In the context of an ongoing business relationship, the AGB-K and AGB-U according to § 13 No. 13.1 are also part of the contract if Futura Floors GmbH has not expressly indicated their inclusion in individual cases.
- 13.3 If the customer is an entrepreneur, a contract is concluded if Futura Floors GmbH accepts the customer's offer in a reasonable time either by a declaration of acceptance or by delivery of the goods. (Deviation from § 3 No. 3.3).
- 13.4 If the customer is an entrepreneur, he has no right of withdrawal. (Deviation from § 3 No. 3.6)

§ 14 Supplement to § 4 packaging, shipping, delivery, transfer of risk

- 14.1 If the customer is an entrepreneur, he bears the customary costs for shipping and packaging the goods, unless otherwise agreed; Section 4 No. 4.1 Sentences 2 and 3 are not applicable. (Deviation from § 4 No. 4.1)
- 14.2 The customer and Futura Floors GmbH make a separate agreement with regard to additional costs arising from partial deliveries or partial services (deviation from § 4 No. 4.7 sentence 2).
- 14.3 If the customer is an entrepreneur, the risk of accidental loss and accidental deterioration of the goods at Futura Floors GmbH's warehouse passes to the customer: (i) upon delivery to the customer; (ii) in the case of a mail order purchase with the delivery of the goods to the freight forwarder, the carrier or to the person otherwise designated to carry out the shipment (deviation from Section 4 No. 4.8)

§ 15 Supplement to Section 5 Prices, Payment

- 15.1 In legal transactions in which a consumer is not involved, the interest rate for payment claims is 9 percentage points above the base interest rate. (Deviation from Section 5 No. 5.7)

§ 16 Supplement to § 7 Rights of the customer in the event of defects

- 16.1 If the customer is an entrepreneur, he must check the goods for any defects immediately upon receipt and immediately notify existing defects in text form. Hidden defects must be reported in text form immediately after their discovery. If he does not meet one of the above obligations, he loses all claims arising from and in connection with a defect, unless Futura Floors GmbH has maliciously concealed the defect. (Deviation from § 7 No. 7.1)
- 16.2 The entrepreneur bears the full burden of proof for all claim requirements, in particular for the defect itself, for the time of its creation and the determination of the defect and for the timely notification of the defect. (Deviation from Section 7 No. 7.1)
- 16.3 Futura Floors GmbH is only obliged to provide replacement deliveries from contracts with entrepreneurs in the context of subsequent performance. In this respect, Futura Floors GmbH is not obliged to reimburse expenses (deviation from § 7 No. 7.2).
- 16.4 Recourse by the entrepreneur to Futura Floors GmbH due to expenses (§ 7 No. 7.2) that the entrepreneur has to bear in relation to his customer due to a defect for which Futura Floors GmbH is responsible is excluded insofar as the entrepreneur's obligation towards his Customers are not based on a mandatory liability of the entrepreneur due to the legal regulations on the sale of consumer goods. § 8 remains unaffected even if the contractor's recourse against Futura Floors GmbH is not excluded according to the preceding sentence. (Deviation from § 7 No. 7.1)
- 16.5 For entrepreneurs, the warranty period is 1 year from the transfer of risk. This does not include claims for damages due to injury to life, limb or health and / or claims for damages due to grossly negligent or willful damage caused by Futura Floors GmbH. Also excluded are the recourse claims not excluded according to § 16 No. 16.4. (Deviation from Section 7 No. 7.1)

§ 17 Supplement to § 9 Retention of title

- 17.1 In the case of a contract with an entrepreneur, Futura Floors GmbH retains ownership or the right to acquire ownership of the goods sold (reserved goods) until all claims from an ongoing business relationship have been paid in full in accordance with the following provisions Nos. 17.2 to 17.7 before (deviation from § 9):
- 17.2 The entrepreneur is entitled to resell the reserved goods in the ordinary course of business. With the conclusion of the contract with Futura Floors GmbH (initial contract), he assigns to Futura Floors GmbH all claims in the amount of the invoice amount to Futura Floors GmbH that accrue to him from the resale. Futura Floors GmbH accepts the assignment upon conclusion of the first contract. After the assignment, the entrepreneur is authorized to collect the claim. Futura Floors GmbH reserves the right to collect the claim itself, but will not make use of it as long as the customer properly fulfills his payment obligations.
- 17.3 The manufacturer processes or processes the reserved goods. The manufacturer is Futura Floors GmbH or, if Futura Floors GmbH is entitled to the rights to the reserved goods, the supplier of Futura Floors GmbH. The manufacturer does not incur any liabilities from the processing or transformation in relation to the entrepreneur. The manufacturer is entitled to (co-) ownership of the new item resulting from processing or transformation, regardless of the time and the degree of processing or modification (intermediate and end products). In the event of processing or transformation with mixing or combining with other goods, the manufacturer is entitled to co-ownership of the new item in the ratio of the value of the reserved goods to the connected or mixed goods at the time of processing or modification. In the event that the customer acquires (joint) ownership

of the processed or remodeled reserved goods through processing or reorganization regardless of the above provision, he transfers future (joint) ownership of this goods to Futura Floors GmbH upon conclusion of the first contract the time of its acquisition and stores the goods for Futura Floors GmbH. The customer assigns any surrender claims against third parties to Futura Floors GmbH upon conclusion of the first contract. Futura Floors GmbH accepts the transfer of the future co-ownership and the future surrender claim upon conclusion of the first contract. The new item is considered reserved goods in the sense of these provisions.

- 17.4 The retention of title according to the above provisions also remains if individual claims are included in a current invoice and the balance is drawn and recognized. When all secured claims of Futura Floors GmbH against the customer are satisfied, ownership automatically passes to the customer. Furthermore, the assigned claims and rights fall back on him.
- 17.5 Futura Floors GmbH undertakes to release the claims and rights to which it is entitled according to the above provisions to the extent - at Futura Floors GmbH's option - that its realizable value exceeds the claims to be secured by 20%. With the exception of deliveries with a genuine current account relationship, this only applies to deliveries or their surrogates that are fully paid.
- 17.6 If the proceeds from the resale or processing / reorganization are paid to the customer by a third party, Futura Floors GmbH is to transfer the money immediately regardless of any different due date.
- 17.7 The authorization of the customer to dispose of the goods subject to retention of title as well as for processing, reorganization, connection, mixing, blending, furthermore for collection of the assigned claims expires in the event of non-compliance with the payment conditions, in the event of unauthorized disposals, and also if bankruptcy proceedings are filed against the customer or is pending or an out-of-court settlement procedure is in progress. In these cases, Futura Floors GmbH is entitled to take possession of the reserved goods without setting a grace period or a declaration of withdrawal. For this purpose, Futura Floors GmbH is permitted to enter the customer's business, to request useful information and to inspect its books to safeguard the rights of Futura Floors GmbH. A withdrawal from the contract is only in the return of the reserved goods if Futura Floors GmbH expressly declares this.

§ 18 Supplement to § 12 Applicable Law, Place of Jurisdiction, Online Dispute Resolution

- 18.1 Place of performance for all liabilities from the contract with the entrepreneur is Hirschaid.
- 18.2 The place of jurisdiction for all legal disputes arising from and in connection with the business relationship with the entrepreneur is Bamberg, if the entrepreneur is a businessman or has no general place of jurisdiction in the Federal Republic of Germany, or after the contract has been concluded, his place of residence or habitual residence has been moved from the Federal Republic of Germany or his place of residence or personal residence is not known at the time the lawsuit is filed. Futura Floors GmbH is also entitled to file suit at the general place of jurisdiction of the entrepreneur. (Deviation from § 12 No. 12.3)



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