

General terms and conditions

1. Contractual partners and scope of application

- 1.1 Brunointerior.co.uk is operated by Bruno Interior GmbH
- 1.2 Contracts are entered into with: Bruno Interior GmbH, Torstrasse 220, 10115 Berlin, Germany (hereinafter referred to as "Bruno").
- 1.3 The terms and conditions listed here apply exclusively to consumers within the context of § 13 of the German Civil Code (BGB). These terms and conditions do not apply if you are a tradesperson or if you intend to use Bruno products for commercial purposes; our terms and conditions for tradespeople and business purposes will apply instead, which you can find here:
http://www.brunointerior.co.uk/B2C_T&C/
- 1.4 All deliveries, services and offers provided by Bruno within the scope of the online shop shall be made exclusively on the basis of these general terms and conditions.

2. Language of contract

- 2.1 The contractual language is English.

3. Formation of the order of goods contract

- 3.1 The offers of goods presented on the Bruno online shop constitute a non-binding invitation to order goods from Bruno.
- 3.2 When ordering the goods by clicking the "Buy Now" button, the customer makes a binding offer to purchase the goods in the shopping basket.
- 3.3 Bruno will immediately provide the customer with the receipt for their order by email and will also send a confirmation of the order to the customer in the same email.

4. Formation of the Order of Services Contract

- 4.1 Services offered in the online shop are a non-binding invitation to request services in addition to your order of goods from Bruno.
- 4.2 When ordering services by clicking on the 'Buy Now' button, the customer makes a binding offer to purchase the services in the shopping basket.
- 4.3 Bruno will immediately provide the customer with the receipt of their order by email.
- 4.4 The formation of the contract and a binding agreement regarding the booked services shall come into effect with the implementation of the aforementioned services by the respective freight forwarding partner.

- 4.5 Any booked services which have already been paid for and which cannot be carried out due to restrictions on the part of the freight forwarding company shall be refunded in full.
- 4.6 Any booked services which have not yet been paid for and which cannot be carried out due to restrictions on the part of the freight forwarding company shall be removed from the invoice and do not have to be paid

5. Right to cancellation

- 5.1 The right to cancellation applies to consumers within the meaning of § 13 BGB ('consumer' being any individual who enters into a legal transaction for purposes that can predominantly be attributed neither to their commercial nor to their independent professional activity). If the customer is a tradesperson (§ 14 BGB), they have no right to cancellation or return in accordance with § 312g BGB in conjunction with § 355 BGB.
- 5.2 For tradespeople, commercial sellers and/or commercial use, the T&Cs for business customers apply. You can download them here:
http://www.brunointerior.co.uk/B2B_T&C/

Cancellation policy

Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken possession of the last goods. To exercise your right of withdrawal, you must contact us at:

Bruno Interior GmbH, Torstasse 220, 10115 Berlin, Germany,
Tel.: 0203 / 608 6500,
Email: support@brunointerior.co.uk

by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to revoke this contract. You can use the enclosed model cancellation form, which is not, however, mandatory. In order to comply with the withdrawal period, it is sufficient that you send the notification of the right of withdrawal before the expiry of the withdrawal period.

Consequences of withdrawal

If you cancel this contract, we will return to you all payments we have received from you, including delivery costs (with the exception of the costs resulting from you having chosen a different method of delivery other than the cheapest standard delivery offered by us). This will be done without undue delay and at the latest within fourteen days from the day in which we receive notification of your revocation of this contract. The same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; shall be refunded. In no case will you be charged any fees for this repayment. We may refuse repayment until we have received the goods back, or until you

have provided proof that you have returned the goods, whichever is earliest. You must return the goods without undue delay and in any event no later than within fourteen days from the day on which you notify us of the cancellation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days. You only have to pay for any loss in value of the goods only if this loss in value is due to a defect handling of the goods which is not necessary for the inspection of the quality, properties and functioning of the goods.

End of the cancellation policy

- 5.3 Contracts for which the right to cancellation does not apply:
- the delivery of goods that are not prefabricated and the manufacture of which is based on an individual request or specification by the customer, or which are clearly tailored to the customer's personal requirements.
- Contracts for which the right to cancellation prematurely expires:
- the delivery of sealed goods which are not suitable for return for hygienic or sanitary reasons.

6. Voluntary 30-day return policy

- 6.1 For all purchases made on Brunointerior.co.uk, Bruno grants the buyer, in addition to the legal right to cancellation, the voluntary right to return goods for a total of 30 days from receiving the goods. Like the legal right to cancellation, the voluntary right to return applies only to customers within the meaning of § 13 of the German Civil Code (BGB). With this right to return, customers can also cancel their order after the expiry of the 14-day cancellation period (see cancellation policy above) by notifying Bruno in writing within 30 days (beginning on the day on which the goods are received). The conditions for exercising the voluntary right to return are that the goods be returned in their entirety, in their original condition, intact and without damage. In the event that you wish to return the goods, please contact us, and we will arrange a collection date, provided that it is from the original delivery address. In the case of pillows, blankets and mattress toppers, the customer must deliver the goods independently to a DHL station for return shipment. Bruno will cover the costs of the return shipment for orders delivered to the UK, provided that the value of the return shipment is at least 250.00 pounds. For returns from other countries (e.g., Spain or Italy), the return costs must be paid by the customer and the return transport must be organised by the customer. The voluntary right to return does not apply to the purchase of gift vouchers.
- 6.2 When exercising the voluntary right to return, the repayment shall be made to the account used by the customer for payment. In the case of payment by invoice, transfer by advance payment, immediate transfer and direct debit, the refund will be made to the account from which the transfer/direct debit was made. In the case that the customer has paid by PayPal or credit card, the refund will be made to the associated PayPal/credit card account. The

refund will be made within 10 working days of Bruno receiving the returned goods.

- 6.3 The legal right to cancellation shall not be affected by compliance with our policy on the additional contractually granted (voluntary) right to return and will remain in force irrespective of this. Until the expiry of the legal right to cancellation period, only the legal conditions listed there shall apply. Furthermore, the contractually granted (voluntary) right to return does not limit your legal warranty rights. These remain unrestricted.
- 6.4 We reserve the right to refuse the 30-day voluntary return policy if the order is placed by a person who works for or is associated with a competitor. This applies to all products offered.

7. Prices and payment

- 7.1 The prices stated at the time of the order apply. These are shown in the respective national currency and include the currently valid VAT. The specific VAT rate and monetary amount will be shown when the order is placed.
- 7.2 All payments and credits are processed in the respective national currency.
- 7.3 In the case of purchase by invoice, the customer receives a hard copy of the invoice in the form of a letter after delivery of the goods.
- 7.4 Bruno would like to emphasise that, in accordance with § 28b No. 4 of the German Federal Data Protection Act (BDSG), for the purpose of deciding on the establishment, implementation, or termination of this contractual relationship, Bruno may collect or use probability data regarding your future behaviour as a means with which to manage risk. Address data may also be used to calculate this probability data.
- 7.5 Customers can pay in the online shop by credit card, PayPal, direct debit, prepayment, and instalments, provided that these payment options are offered to the customer by Bruno or by the commissioned payment service provider.
- 7.6 If you choose prepayment, your order will not be processed until payment has been received in full. The delivery times shown will be extended accordingly.

8. Payment by instalments additional general terms and conditions and data protection notice of RatePAY GmbH.

- 8.1 We work together with RatePAY GmbH, Franklinstrasse 28-29, 10587 Berlin, Germany (hereafter "RatePAY") in order to provide our customers with convenient payment methods. If an order is placed using a RatePAY payment method and a valid contract of sale is established between the customer and Bruno, Bruno will assign their claim for payment to RatePAY.

When using the RatePAY instalment payment method, Bruno assigns their payment claim to the partner bank of RatePAY GmbH.

8.2 When choosing one of the RatePAY payment methods offered here, you consent to the transfer of your personal data and that of your order to RatePAY GmbH for the purposes of identity and credit assessments, as well as contract processing, as part of your order. You will find all the details in the additional General Terms and Conditions and the Data Protection Information for RatePAY payment methods, which are part of these General Terms and Conditions and always apply when you select a RatePAY payment method.

9. Vouchers

9.1 Bruno gift vouchers have a minimum order value, which may be set by Bruno at its discretion.

9.2 Voucher codes provided free of charge may be declared null and void at any time and lose their validity. There is no obligation to redeem your voucher.

9.3 Vouchers must be redeemed in the sales process. There is no entitlement to redemption after the purchase has been made.

9.4 The resale of free voucher codes is prohibited. Bruno refuses to redeem free voucher codes that have been purchased. It is also prohibited to publish the code or pass it on to third parties.

10. Shipping & Delivery

10.1 Your order will generally be shipped by DPD, DHL or Furdeco until it is delivered to the end customer. Bruno bears the risk of transportation. Delivery is only made to selected EU countries, the UK and Switzerland. Individual regions may be temporarily or permanently excluded from delivery. Delivery restrictions may apply in particular to island deliveries.

10.2 In the case of deliveries by freight forwarding, the goods are carried in 2-man handling to their specified place of use.

10.3 In the event that shipping costs are incurred, they will be indicated in the during the ordering process.

10.4 In the case of partial shipments, the shipping costs are only charged once.

10.5 Before the customer places an order, Bruno must communicate the timeframe in which Bruno will hand over the order to its freight forwarding partner. The latter will contact the customer in order to agree on the desired delivery date. The date indicated is not a binding delivery date.

10.6 Bruno cannot determine the specific delivery date. Depending on the region, there may be restrictions on deliveries, meaning deliveries are only possible on certain days of the week.

10.7 Requesting additional services may lead to a delay in the delivery date of up to two weeks.

10.8 For island deliveries, the date shown refers to the handover of the goods to the freight forwarding partner. The delivery company will then hand over the goods to the responsible island delivery company, who will coordinate the specific delivery date with you.

10.9 In the case of island deliveries, additional island freight forwarding regulations may apply. These often involve restrictions in the execution of services, which may result in a delay of up to 2 weeks. The exact service conditions and time surcharges must be ascertained by the customer prior to delivery. These relate primarily to booked services and the 2-person handling contract. See also points 4.4 & 4.5.

11. Retention of title

11.1 All goods remain the property of Bruno until they have been paid for in full.

12. Guarantee

12.1 In addition to the legal warranty, Bruno offers a pro rata temporis 10-year goodwill guarantee for selected products. Like the legal right to cancellation, this goodwill guarantee scheme only applies to consumers within the scope of § 13 of the German Civil Code (BGB) and is only valid for the original purchaser. The guarantee period starts from the date of delivery.

12.2 This additional, pro rata 10-year goodwill guarantee applies exclusively to the following products (and parts of products):

- The Bruno mattress
- The Bruno box spring bed
- The Bruno sofa bed
- The metal frame of the Bruno Berlin metal bed

12.3 The legal warranty period of 2 years from the date of delivery applies to all products not listed in section 12.2.

12.4 The goodwill guarantee scheme covers the following defects:

- Material defects and manufacturing errors in our mattresses, box spring beds, sofa beds and Berlin metal beds
- Deterioration of the foam of the mattress resulting in a visible and permanent indentation of more than 2 cm in the foam core, provided that the mattress has been used exclusively by persons with a body weight of 110 kg or less
- Manufacturing defect in the zip of the mattress cover

12.5 The goodwill guarantee scheme does not cover the following:

- Natural wear and tear
- Normal increase in the softness of the foam
- Non-defective components of mattresses, beds, and sofas (only the defective component is taken into account)
- Damage caused by mould formation
- Defects caused by improper use or failure to observe care instructions, in particular changes to the foam due to moisture caused by lack of regular ventilation. Care instructions, especially regular airing, must be observed.
- Any incidental or consequential damages beyond the Bruno products
- Products declared as B or second-hand goods

12.6 When a defect is covered by the guarantee, it is Bruno's obligation under the guarantee to repair or replace the product. Replaced goods may differ slightly in terms of fabric colours and other product details from the originally delivered product. This variation does not constitute a defect. Repaired or replaced products will be delivered free of charge.

12.7 As an alternative to repair or replacement, Bruno is also entitled to pay the customer the current value of the purchased product. The financial reimbursement will be made in accordance with the following reimbursement rates according to the year of use:

The year of use*	1	2	3	4	5	6	7	8	9	10
Proportional reimbursement in %	100%	100%	80%	60%	40%	30%	20%	15%	10%	5%

* The year of use always refers to the originally purchased product and not to any replacement product.

12.8 In the case that an individual component of the Bruno box spring bed is covered by the guarantee, the guarantee value is assessed both pro rata temporis and according to the proportional value of the entire box spring bed. The proportional value is divided as follows:

12.9 In the case that an individual component of the Bruno sofa bed is covered by the guarantee, the guarantee value will be assessed both pro rata temporis and according to the proportional value of the entire sofa bed. The proportional value is divided as follows:

Entire sofa bed	100%
Armrests	20% (per armrest 10%)
Pillows Feet	10% (per pillow 5%) 5%
Body	65%

12.10 Should any components not be included in the standard delivery, the proportional value of the other components will be increased pro rata.

12.11 As soon as damage or a defect has become known to the end user, this must be reported to Bruno in writing within 14 days of becoming apparent. To do so, please email support@brunointerior.co.uk. The original receipt of purchase is required as proof. For further processing of a guarantee claim, the customer must complete a guarantee questionnaire and send informative pictures. The documents must be completed and returned by the customer within 14 days of receiving the questionnaire.

12.12 In order to grant the guarantee, it may be necessary for Bruno to collect the displayed product from the customer by a freight forwarding agent in order to inspect it. Alternatively, customers may send the product to Bruno by their own means. If the defect is not covered by the guarantee and the customer could have recognized this themselves, Bruno will charge the customer for the transport costs of the collection. These costs amount to a maximum of £50 for the Bruno mattress and a maximum of £150 for the Bruno box spring bed, sofa bed and factory bed.

12.13 The customer's legal rights remain unaffected by this clause.

Important information

The goods offered at www.brunointerior.co.uk are shown on the Internet site in the form of computer graphics and digital photographs of the actual goods that exist. Slight deviations between the depiction and reality do not constitute a defect in the goods ordered.

Further information

Please address any questions regarding your order or complaints to:

Bruno Interior GmbH

Dr. Felix Baer

Torstasse. 220

10115 Berlin

Germany

support@brunointerior.co.uk

Ordering process

When you have found the product you want, you can add it to your basket without obligation by clicking on the button [add to basket]. You can view the contents of the basket at any time by clicking on the shopping basket button in the top navigation bar. You can remove the products at any time from the shopping basket by clicking on a button in the form of a shopping basket. If you want to buy the products in the shopping basket, click the button [Continue]. Please then enter your data. The mandatory fields are marked with a *. After entering your data and selecting the payment method, you will be taken to the confirmation page, where you can check your entries once again. If you select payment by invoice and direct debit, you agree to a check of your creditworthiness (usually via Schufa). This is shown on the order page. It is not Bruno's responsibility to offer all payment options to all customers. By clicking the button [Buy now] you complete the ordering process. The process can be cancelled at any time by closing the browser window. On individual pages you will receive further information, e.g. on correction options.

Contract text

The text of the contract is stored on our internal systems. The general terms and conditions can be viewed any time at www.brunointerior.co.uk via the link www.brunointerior.co.uk/terms-and-conditions.

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