

GUBI



Price List

Recommended Retail Price incl. VAT & ex. VAT – EUR

Upholstery

There are 3 options for upholstery at GUBI.

1. RECOMMENDED BY GUBI ASSORTMENT

These are typologies of fabrics and leathers in a wide but carefully selected range of colors, produced by our preferred suppliers and represents what we recommend for use on our upholstery collections. Product suitability among the recommended assortment is confirmed based on our dedicated Suitability Matrix. We kindly ask our Partners to use these recommended fabrics and leathers in the recommended colors whenever it is possible.

Samples / Hangers representing the full recommended upholstery assortment is available for order and single swatch samples can be ordered on UPHOLSTERY.GUBI.COM

2. NON RECOMMENDED FABRICS

We do accept orders in non-recommended upholsteries against a minimum net order value of 5.000 eur of the special configured item (requirement will be put into force from January 1. 2022).

If you want to order a GUBI product in a non-recommended fabric or leather, a test will typically be required prior to placing the order in order to ensure that the upholstery suits the product and meet our strict quality requirements. The processing time for such test is typically 2-3 weeks and an administration- and testing cost will be added.

If the non-recommended upholstery is not from one of GUBI's recommended upholstery suppliers the order will be handled as COM / COL.

3. COM / COL

COM / COL orders will only be accepted in non-recommended upholsteries and if the given upholstery is sourced from a non-recommended GUBI supplier.

COM / COL orders will only be accepted against a minimum net order value of 5.000 eur of the special configured item (requirement will be put into force from January 1. 2022).

For COM/COL orders a test-upholstery might be needed before processing the order. This is in order to determine the suitability of the upholstery and in order to make sure it meets our strict quality requirements. The processing time for such test is typically 1-2 weeks from the upholstery is received and an administration- and testing cost will be added. Production lead time is ca. 3 weeks from confirmed receipt of the COM / COL.

COM is Price Group 2

COL is Price Group 3

PIPING

Note: For the Bat and Beetle collection, standard piping is GUBI Basic black leather, GUBI Basic brandy leather or matching fabric. If another fabric is chosen for piping, the price increases by one price group.

RECOMMENDED BY GUBI ASSORTMENT

These are typologies of fabrics and leathers in a wide but carefully selected range of colors, produced by our preferred suppliers and represents what we recommend for use on our upholstered products.

Product suitability among the recommended assortment is confirmed based on our dedicated Suitability Matrix. We kindly ask our Partners to use these recommended fabrics and leathers in the recommended colors whenever it is possible. FEATURED FAVORITES are fabrics curated by GUBI Atelier. Fabrics that reflect a season or define a trend.

| COLLECTION | SUPPLIER | COMPOSITION | DURABILITY | TPOLOGY | COLORS | CA TB 117-2013 | BS5852 C&M | BS5852 CRIB5 |
|--------------------|----------|---|--------------------|----------|--|--------------------|----------------------------------|--------------------|
| PRICE GRP. 01 | | | | | | | | |
| Bonito | JAB | 36% Polyester, 32% Cotton, 22% Viscose, 10% Linen | 100.000 Martindale | Chenille | 075, 074, 191, 091, 095 | Can not be treated | Can not be treated | Can not be treated |
| Hot Madison Reboot | JAB | 63% Cotton, 37% Linen | 55.000 Martindale | Basic | CH1249 073, CH1249 096, CH1249 419, CH1249 497, CH1249 695, CH1249 713, CH1249 715, CH1249 988 | Inherent naturally | Can be treated - Upcharge: 8.0 % | Can not be treated |
| Indianskop | Limonta | 34% Viscose, 31% Cotton, 15% Linen, 13% Acrylic, 7% Polyester | 25.00 Martindale | Basic | 65, 15, 31, 36, 40, 43 | Inherent naturally | Can not be treated | Can not be treated |
| Mica | Gabriel | 97% Post-Consumer Recycled Polyester, 3% Polyester | 60.000 Martindale | Basic | 2496-61008, 2496-67015, 2497-67015, 2496-62093, 2497-66030, 2496-61011, 2497-61011, 2496-60000, 2497-60000, 2497-60021 | Inherent naturally | Can not be treated | Can not be treated |

| COLLECTION | SUPPLIER | COMPOSITION | DURABILITY | TPOLOGY | COLORS | CA TB 117-2013 | BS5852 C&M | BS5852 CRIB5 |
|----------------------|---------------------|--|--------------------|--------------------|--|------------------------|----------------------------------|------------------------|
| Relate | Kvadrat | 100% Trevira CS | 80.000 Martindale | Basic | 221, 441, 341, 401, 921, 461, 171, 111, 191, 991, 181, 161, 791 | Inherent naturally | Can not be treated | Inherent naturally |
| Tempt | Gabriel | 100% Polyester | 90.000 Martindale | Structured fabrics | 60152, 61168, 61172 | Inherent naturally | Can not be treated | Can not be treated |
| PRICE GRP. 02 | | | | | | | | |
| Basic | GUBI | 100% Corrected Leather | | Leather | Black, Brandy | Inherent naturally | Inherent naturally | Can not be treated |
| Dora Boucle | Enzo Degli Angiuoni | 35% Acrylic, 32% Virgin Wool, 27% Polyester, 6% Cotton | 20.000 Martindale | Structured fabrics | 0001, 0002, 0003 | Can not be treated | Can not be treated | Can not be treated |
| Drive | Glamour Group | 50% Recycled Linen, 50% Linen | 25.000 Martindale | Basic | 1110, 1001, 1200, 1004, 1127, 1115, 1523 | Inherent by production | Can not be treated | Can not be treated |
| Gaja Classic | Gabriel | 100% New Zealand Wool | 50.000 Martindale | Structured fabrics | 60001, 66011, 60029, 61072, 60005, 60007, 68013, 60003, 60999, 66002, 60019, 67005 | Inherent naturally | Inherent naturally | Inherent naturally |
| Light Bouclé | GUBI | 37% Linen, 31% Cotton, 19% Viscose, 10% Polyester, 3% Other Fibers | 50.000 Martindale | Structured fabrics | 003, 008, 001 | Can not be treated | Can be treated - Upcharge: 8.0 % | Can not be treated |
| Mumble | Glamour Group | 72% Recycled Polyester, 28% Polyester | 50.000 Martindale | Chenille | 49, 10, 11, 14, 22, 40, 02 | Inherent by production | Can not be treated | Can not be treated |
| Plain | Enzo Degli Angiuoni | 40% Viscose, 30% Wool, 20% Linen, 10% Nylon | 50.000 | Basic | 0001, 0006, 0023, 0025, 0026, 0028, 0029, 0030, 0033 | Inherent naturally | Inherent naturally | Can not be treated |
| Remix 3 | Kvadrat | 90% New Wool Worsted, 10% Nylon | 100.000 Martindale | Basic | 123, 133, 163, 152, 242, 233, 433, 743 | Inherent naturally | Inherent naturally | Can not be treated |
| PRICE GRP. 03 | | | | | | | | |
| Annet Crib5 | Nevotex | 100% Half Grain Leather | | Leather | Calvados, Black, Sand | Inherent by production | Inherent by production | Inherent by production |
| Ascendent | JAB Chivasso | 45% Cotton, 19% Viscose, 15% Wool, 13% Polyacrylic, 8% Nylon | 60.000 Martindale | Structured fabrics | 022, 030, 070, 071, 072, 091 | Can not be treated | Can not be treated | Can not be treated |
| Canvas 2 | Kvadrat | 90% New Wool Worsted, 10% Nylon | 100.000 Martindale | Basic | 134, 124, 224, 374, 424, 674 | Inherent naturally | Inherent naturally | Can not be treated |
| Eero Special FR | Dedar | 100% Polyester FR | 40.000 Martindale | Structured fabrics | 102, 103, 106 | Inherent naturally | Inherent naturally | Inherent naturally |
| Flair Special FR | Dedar | 100% Polyester FR | 80.000 Martindale | Basic | 101, 108, 134, 201 | Inherent naturally | Inherent naturally | Inherent naturally |
| Harp | GUBI | 70% Cotton, 15% Acrylic, 8% Polyester, 5% Wool, 2% Polyamid | 25.000 Martindale | Structured fabrics | 10 Sage, 24 Ivory, 20 Safari, 200 Rose, 8 Antique Rose | Inherent by production | Can be treated - Upcharge: 8.0 % | Can not be treated |
| Sunday | Dedar | 100% Trevira CS | 100.000 Martindale | Velvet | 007, 018, 112, 002, 003, 004, 133, 010, 014, 016, 025, 030, 032, 034 | Inherent naturally | Inherent naturally | Can not be treated |

| COLLECTION | SUPPLIER | COMPOSITION | DURABILITY | TPOLOGY | COLORS | CA TB 117-2013 | BS5852 C&M | BS5852 CRIB5 |
|------------------------------|--------------------|---|--------------------|--------------------|---|----------------------------------|--------------------|----------------------------------|
| Velvet | GUBI | 100% Cotton | 50.000 Martindale | Velvet | 641, 208 Fawn Beige, 294 Grey Green, 1032 Oyster, 420 Sapphire Blue, 312 Mustard, 234 Bottle Green, 787 Dark Green, 1180 Olive, 130 Anthracite, 129 Pigeon Grey, 128 Light Grey | Can be treated - Upcharge: 8.0 % | Can not be treated | Can be treated - Upcharge: 8.0 % |
| PRICE GRP. 04 | | | | | | | | |
| Around Bouclé | Dedar | 100% Polyester FR | 55.000 Martindale | Structured fabrics | 004, 141, 012, 023, 032, 033 | Inherent naturally | Inherent naturally | Inherent naturally |
| Belsuede Special FR | Dedar | 100% Trevira CS | 50.000 Martindale | Chenille | 001, 002, 003, 132, 133, 010, 012, 016, 038, 039 | Inherent naturally | Inherent naturally | Inherent naturally |
| Clay | Kvadrat Sahco | 76% Linen, 21% Cotton, 3% Polyester | 45.000 Martindale | Basic | 0015, 0011, 0009, 0013 | Can not be treated | Inherent naturally | Can not be treated |
| Hallingdal 65 | Kvadrat | 70% New Wool, 30% Viscose | 100.000 Martindale | Basic | 103, 116, 166, 173, 110 | Inherent naturally | Inherent naturally | Inherent naturally |
| Harald 3 | Kvadrat Raf Simons | 100% Cotton | 100.000 Martindale | Velvet | 692, 792, 982, 182, 582, 952, 0343, 823, 233, 283, 133 | Can not be treated | Can not be treated | Can not be treated |
| Lupo Special Diagonal Bouclé | Dedar | 73% Trevira CS, 27% Polyester FR | 40.000 Martindale | Structured fabrics | 007 | Inherent naturally | Inherent naturally | Inherent naturally |
| Steelcut Trio 3 | Kvadrat | 90% New Wool Worsted, 10% Nylon | 100.000 Martindale | Basic | 213, 506, 236, 996, 176, 246, 466 | Inherent naturally | Inherent naturally | Can not be treated |
| Vidar 3 | Kvadrat Raf Simons | 94% New Wool, 6% Nylon | 100.000 Martindale | Structured fabrics | 0363, 0733, 0743, 0913, 0182, 0222, 0152, 0143, 0333, 0554, 1062, 1511, 1880 | Inherent naturally | Inherent naturally | Can not be treated |
| PRICE GRP. 05 | | | | | | | | |
| Aurin | Backhausen | 100% New Wool | 35.000 Martindale | Structured fabrics | MD215A00, MD215A20, MD215A18 | Inherent naturally | Inherent naturally | Inherent naturally |
| Karakorum | Dedar | 42% Wool, 33% Viscose, 24% Cotton, 1% Nylon | 40.000 Martindale | Structured fabrics | 001, 003, 004 | Inherent naturally | Inherent naturally | Inherent naturally |
| Safire | Kvadrat Sahco | 43% Viscose, 17% Polyacrylic, 15% Wool, 9% Cotton, 8% Linen, 8% Polyester | 44.000 Martindale | Structured fabrics | 0007, 0006, 0016, 0008 | Inherent naturally | Inherent naturally | Can not be treated |
| Sunniva 3 | Kvadrat Raf Simons | 58% New Wool, 25% Viscose, 8% Linen, 5% Nylon, 4% Polyester | 50.000 Martindale | Basic | 662, 717, 233, 763, 183, 783 | Inherent naturally | Can not be treated | Can not be treated |
| Zero | Kvadrat Sahco | 65% Cotton, 20% Acrylic, 15% Polyester | 70.000 Martindale | Structured fabrics | 0005, 0002, 0012, 0001 | Can not be treated | Can not be treated | Can not be treated |
| PRICE GRP. 06 | | | | | | | | |

| COLLECTION | SUPPLIER | COMPOSITION | DURABILITY | TPOLOGY | COLORS | CA TB 117-2013 | BS5852 C&M | BS5852 CRIB5 |
|----------------------|------------------|---|-------------------|--------------------|--|------------------------|----------------------------------|------------------------|
| Sheepskin | Skandilock | 100% Sheepskin | | Fur | Moonlight, Off White, Sahara, Espresso | Inherent naturally | Inherent naturally | Inherent naturally |
| Smilla | Dedar | 44% Viscose, 23% Cotton, 21% Linen, 7% Bamboo, 5% Nylon | 40.000 Martindale | Chenille | 001, 002 | Can not be treated | Can be treated - Upcharge: 8.0 % | Can not be treated |
| Svevo | Dedar | 44% Linen, 26% Wool, 18% Viscose, 12% Nylon | 40.000 Martindale | Basic | 001, 002, 004 | Inherent naturally | Can be treated - Upcharge: 8.0 % | Can not be treated |
| PRICE GRP. 07 | | | | | | | | |
| Artemidor | Dedar | 41% Alpaca, 41% Wool, 18% Cotton | 36.000 Martindale | Structured fabrics | 001 | Inherent naturally | Inherent naturally | Inherent naturally |
| Brescia | Leder Reinhardt | 100% Aniline Leather | | Leather | 2594, 0509, 2476 | Inherent naturally | Inherent naturally | Can not be treated |
| Chamois | GUBI | 100% Aniline Leather, Nubuck Finish | | Leather | 1708 Cuoio, 1709 Caramel, 1715 Elefant, 1716 Doeskin | Inherent naturally | Inherent naturally | Can not be treated |
| Dunes | Sørensen Leather | Aniline Leather | | Leather | 21000, 21003, 21004 | Inherent naturally | Inherent naturally | Can not be treated |
| Triumph Crib5 | Sørensen Leather | 100% Protected Leather | | Leather | 43455 Nougat, 43471 Cognac, 43484 Black | Inherent by production | Inherent by production | Inherent by production |

Supplier of Upholstery

These are fabric and leather suppliers GUBI works with already. Should you wish to use a fabric or leather from one of these suppliers, GUBI will order this and provide pricing. Fabrics and leathers from these suppliers have not necessarily been tested on our products and so they must be approved by GUBI before proceeding.

| SUPPLIER |
|---------------------|
| Alessandro Bini |
| Backhausen |
| Dedar |
| Enzo Degli Angiuoni |
| Gabriel |
| Glamour Group |
| JAB |
| Kvadrat |
| Limonta |
| Nevotex |
| Sørensen Leather |

Transport Fees

Country: Austria, Belgium, Finland, France, Germany, Luxemborg, Netherlands, Norway, Sweden, UK, Norway*, Switzerland*

| ORDER AMOUNT STEP (EX. VAT) | TRANSPORT FEE |
|-----------------------------|---------------|
| 0 - 499 EUR | 9,5% |
| 500 - 699 EUR | 8,0% |
| 700 - 999 EUR | 7,0% |
| 1.000 - EUR | 6,0% |

*Customs of 10 EUR per. order to be added on top to above fee

Country: Bulgari, Croatia, Czech Repuclic, Estonia, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Poland, Portugal, Romania, Slovakia, Slovenia, Spain

| ORDER AMOUNT STEP (EX. VAT) | TRANSPORT FEE |
|-----------------------------|---------------|
| 0 - 499 EUR | 10,5% |
| 500 - 699 EUR | 9,5% |
| 700 - 999 EUR | 8,0% |
| 1.000 - EUR | 6,5% |

TERMS & CONDITIONS

1. VALIDITY

1.1. These General Terms and Conditions of Sale and Delivery shall supersede all previous agreements and shall apply to any agreement made between Gubi A/S (Gubi) and its Buyers unless otherwise agreed in writing.

1.2. These General Terms and Conditions shall apply to all contracts under which Gubi is the supplier/subsupplier.

2. QUOTATIONS

2.1. Unless otherwise agreed, quotations submitted by Gubi shall be valid and binding for 30 days.

3. ORDERS

3.1. Orders must be placed in writing.

3.2. Orders shall be regarded as having been accepted definitively when a written order confirmation has been issued. All orders shall be entered at the prices in force on the date of receipt of the order. 3.3. Orders cannot be changed or cancelled once the order has been confirmed in writing by Gubi.

3.4. Order changes and cancellations

Stocked products and fast-track products: No cancellations or changes will be accepted without a handling/re-stocking fee

Upholstered products: 24 hours after the order confirmation has been send, no cancellations or changes will be accepted without a handling/re-stocking fee

Special and modified products: Changes and/or cancellations is not possible

3.5. The Buyer must at all times check the order confirmations of Gubi.

3.6. Any objection to an order confirmation of standard stock products must be made by in writing the day before ETD date stated on the order confirmation.

3.7. Gubi reserves the right to refuse the Buyers' orders until any amounts due have been paid in full to Gubi. Buyers own material or leather (COM/COL)

3.8. The Buyer is in charge of delivering the correct fabric and amount of fabric required.

3.9. Gubi is not responsible for checking the quality or amount of fabric.

3.10. The lead time is valid from receipt of the fabric and will be stated on the order confirmation.

3.11. When placing orders to GUBI, we kindly encourage you to use our item numbers when possible. If both an item name/description and an item number is used as references when placing orders, Gubi will at all-times use the item number as the accurate reference and thus, the item number will determine which item that is ordered.

4. PRICES

4.1. All prices are stated in EUR, GBP, USD, DKK or AUS exclusive of VAT.

4.2. The purchase price is payable in the currency specified in the order confirmation.

4.3. All prices are exclusive installation.

4.4. All prices are in the pricelists are excluding any transport packaging or costs.

4.5. All information and prices shall be regarded as recommended and shall be binding only if they are stated expressly in Gubi's order confirmation or other written agreement.

4.6. Gubi reserves the right to change prices without prior notice. 4.7. Gubi reserves the right to raise prices without prior notice as a result of increases in the price of raw materials, processing, packaging and other sudden changes in costs, including exchange rate increases for imported products or products processed abroad.

5. TERMS OF PAYMENT & OWNERSHIP

5.1. Payment terms are clearly stated on the order confirmation. 5.2. Invoices are issued and dated when the goods are dispatched. 5.3. The terms and conditions of payment applicable from time to time shall be observed.

5.4. Unless otherwise agreed, payment for a shipment shall be made in accordance with the terms and conditions of payment indicated on the invoice and order confirmation.

5.5. In case of late payment, interest will be charged at a rate of 1.5% for each month or part thereof as from due date. Interest invoices are payable net cash within 8 days.

5.6. Gubi shall retain ownership of the products sold which are clearly described in the order confirmation until the total purchase price has been paid. The buyer shall be liable to Gubi for any damage to the products sold until the products have been paid for. 5.7. Gubi can decide that the Buyer shall pay cash in advance if any part of the balance payable by the Buyer is or has been overdue in the past.

6. DELIVERY

6.1. The products shall be delivered according to the following terms: Incoterms 2010

6.2. The incoterm is clearly stated on the order confirmation.

6.3. The products shall be sent using standard packaging.

6.4. Delivery charges are stated on the order confirmation.

6.5. The estimated time of departure EXW is stated on the order confirmation. This date can be subject to any change and shall at no time be regarded as a delivery date on site.

6.6. Gubi cannot be held liable for any losses that the buyer may suffer as a result of a delay or non-delivery.

6.7. In the event that the Buyer postpones delivery or pick up of orders, and informs Gubi thereof less than 7 days before the planned and confirmed despatch date, a storage rental charge of DKK 75.00 excl. VAT per pallet per week or part thereof shall be payable; however, minimum DKK 300.00 excl. VAT per week or part thereof.

6.8. Orders with delivery terms EXW, freight arranged by the Buyer, must be picked up no later than 10 days after readiness has been announced or the above mentioned storage charges will apply. 6.9. At no time will Gubi make delivery directly to the end user unless agreed with Gubi and specified in the order confirmation.

7. DELAYS

7.1. The estimated time of departure date may be subject for change.

Buyers own material or leather (COM/COL)

7.2. Gubi is not responsible for any delays caused by incorrect amount of fabric or if the fabric are not delivered in time.

7.3. Gubi cannot be held liable for any losses that the buyer may suffer as a result of a delay or non-delivery.

7.4. Gubi is not responsible for any delays caused by incorrect amount of fabric or if faulty material is delivered or if the fabrics are not delivered in time or marked properly for identification.

8. WARRANTY

Standard products

8.1. A two-year warranty is provided against manufacturing defects in standard products (materials and designs).

8.2. The warranty shall be valid for two years from the date of despatch.

9. DEFECTS & COMPLAINTS

9.1. The buyer shall inspect the shipment immediately upon receipt. The carrier shall be notified immediately of any complaints and/or visible transport damage which shall also be stated on the delivery note/consignment note immediately after receipt of the products. Failing this, the Buyer is not entitled to rely on such defects as against Gubi.

9.2. Complaints regarding non-visible transport damage shall be made in writing to and reach Gubi no later than seven days from the date of delivery. Failing this, the claim is rejected.

9.3. Complaints regarding defects and non-conformities shall be made in writing to and reach Gubi no later than seven days from the date of receipt.

9.4. In case of complaints made within the warranty period, Gubi requires a written and detailed description of the non-conformity from the Buyer. The Buyer shall also supply a photo of the product to support the description before returning the product to Gubi for examination.

9.5. The Buyer shall not be entitled to return the products without Gubi's consent. If the Buyer, within a period of one year from the date of delivery, can prove that some of the products purchased are defective, Gubi shall remedy the non-conformity at the location specified by Gubi or, at Gubi's option, arrange for replacement delivery. If it is not possible to deliver identical products, Gubi may offer to replace them with comparable products.

9.6. In the event of non-conformities in the products sold, the Buyer shall only be entitled to have the non-conformity remedied or the products replaced in accordance with the above-mentioned rules. 9.7. The Buyer shall not be entitled to cancel the purchase in full or in part or demand a proportionate reduction in price, compensation or repayment, unless the non-conformity is caused by intentional or gross negligence on the part of Gubi.

9.8. When the risk of the products has passed to the buyer, Gubi shall no longer be liable for defects which may occur after this point, save for the obligations set out in this clause.

9.9. Gubi cannot be held liable for indirect losses such as loss of profits, lost time or consequential losses suffered by the buyer as a result of defects and non-conformities.

9.10. Defective products to be repaired or replaced as agreed shall be accessible to Gubi.

9.11. Gubi's obligations in respect of the above shall not include the consequences of incorrect or unusual use or storage under extreme temperature/climate conditions or use which is not in compliance with Gubi's instructions or any normal use of the product.

10. RETURNS

10.1. Returns are only accepted by prior written agreement. Return goods shall be securely and properly packaged.

10.2. Unless otherwise agreed, the buyer shall bear the transport cost and risk of any defective products returned to Gubi.

11. CHANGES IN DESIGN

11.1. Gubi reserves the right to change specifications. Prior to delivery and without prior notice, Gubi reserves the right to make any changes to a product's design that it may find necessary or appropriate.

12. PRODUCT LIABILITY

12.1. Under Danish Act No. 371 of 7 June 1989 on product liability as amended, Gubi shall be liable for defective products delivered by Gubi which cause injury to a third party.

12.2. Gubi's liability for any losses suffered by the buyer (middleman) shall not, however, exceed DKK 50,000.

12.3. Under no circumstances can Gubi be held liable for any indirect losses such as loss of profits, lost time or consequential losses, including legal costs incurred by the middleman.

12.4. The buyer shall inform Gubi immediately if the buyer is sued by a third party as a result of damage or injury caused by products manufactured by Gubi.

13. FORCE MAJEURE

13.1. The Buyer shall not have any remedies for breach of contract as against Gubi if a delay in delivery is due to events beyond the reasonable control of Gubi and such events prevents Gubi from performing its contractual obligations or render such performance unreasonably burdensome such as fire, war, mobilisation, industrial disputes, seizure, exchange controls, revolts and riots, general scarcity of goods, and any defects or delay in delivery of goods from suppliers. If Gubi intends to rely on exemption from liability due to a force majeure event, Gubi shall notify the Buyer thereof within reasonable time.

14. LIMITATION OF LIABILITY

14.1. Unless otherwise provided by mandatory law, Gubi is not liable for any damage to property, including the product itself, or personal injury (product liability), unless the Buyer can prove that such damage was caused by errors on the part of Gubi. In case of non-compliance with the accompanying directions, including instructions for assembling, load, use, etc. and such non-compliance is the cause of the damage, Gubi is not liable for the damage.

14.2. Gubi is not liable for any loss caused by delay in delivery, defects or other breach of contract, unless the loss is due to gross negligence on the part of Gubi.

14.3. Gubi is not liable for any indirect loss, such as loss of profits, operating loss, loss of goodwill, loss of Buyers, current expenses or any other financial consequential loss.

15. NON-ASSERTION OF RIGHTS

15.1. If Gubi fails to exercise or assert one of the rights enjoyed by Gubi under these General Terms and Conditions of Sale, such failure shall not be regarded as a waiver of such right by Gubi. This shall also not prevent such right from being exercised or asserted at a later time.

16. DISPUTES AND GOVERNING LAW

16.1. Any dispute which might arise out of these General Terms and Conditions of Sale and Delivery and any related event shall, at Gubi's option, be settled by the Copenhagen City Court or the Maritime and Commercial Court in Copenhagen in the first instance. All disputes shall be settled in accordance with Danish law.

16.2. The United Nations Convention on Contracts for the International Sale of Goods

(CISG) shall not apply.

17. DEVIATIONS FROM THE GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

17.1. Deviations from these General Terms and Conditions of Sale and Delivery shall be permitted only by express written agreement between the buyer and Gubi.

18. TYPOGRAPHICAL ERRORS

18.1. Gubi accepts no responsibility for typographical errors in prices, text and measurements. General reference is made to our general price lists applicable from time to time.

19. SPECIALS AND MODIFIED STANDARDS

19.1 GUBI would like to offer modifications and special variants of the existing collection, however the following upcharges will apply depending of the order size. Orders with a net value below 10.000 eur will be subject to an upcharge of 750 eur on top of the price of the special product(s). No discount will apply to the special upcharge. Orders with a net value of above 10.000 eur will not be applied any additional upcharge on top of the price of the special product.

19.2 Lead times and prices for special products will be confirmed case by case and upon request. Please contact us on order@gubi.com for any special inquirers.