

30.12.2025

## General terms and conditions for EGGER inside Furniture Planner for the **Craft Industry**

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These General Terms and Conditions ("Conditions") apply to the entire business relationship between EGGER and **craft companies ("Partners")** with regard to the use of the Furniture Planner software.

### § 1 Conclusion of contract and service provider

- (1) A contract is only concluded with an application for the conclusion of the contract by the Partner and after the corresponding application confirmation from EGGER or with the start of the software provision.
- (2) EGGER may use one or more service providers to provide the services under this contract. All communication regarding the performance of the service is between the Partner and EGGER. A contract for EGGER inside Furniture Planner software packages is concluded between EGGER and the Partner. As an exception, the "Furniture Planner Package PRO Website" is concluded between the Partner and NETZCOCKTAIL.
- (3) General terms and conditions of the Partner do not apply, even the Partner refers to them, by reconfirmation or in any other way.
- (4) These conditions apply exclusively between entrepreneurs. The services which are the subject of these conditions are not offered by EGGER to consumers.

### § 2 Description of services

EGGER provides the Partner with a furniture planner software during the term of the contract. The software supports the Partner in the planning and configuration of various furniture parts for its customers. Depending on the tool, it is possible to configure predefined furniture either freely or with EGGER decor boards using a predefined furniture library.

In addition, an online inquiry tool is available for the end consumer, which is maintained by the Partner (maintenance is only possible in the furniture planner PRO). EGGER supports the Partner in the onboarding process and provides the furniture planner software as an iframe solution to the Partner for implementation in its own website.

Another optional package is the data package, which can also be purchased by the Partner. The data package provides the possibility to the Partner to download production data for his own production using the furniture planner PRO.

### § 3 Further conditions for the use of the furniture planner

- (1) EGGER offers the following form of integration:

Direct integration into the Partner's homepage via iframe technology. EGGER adapts the furniture planner to the user's contrast colors. For the installation of the furniture planner on the Partners' website, EGGER provides the Partner with detailed technical instructions and the iframe code.

For the duration of the contract, EGGER grants to the Partner a non-exclusive specially unlimited license for use of the furniture planner on the Partners' website for the generation and tracking of online inquiries.

The Partner may also independently implement the furniture planner in the own website in compliance with the technical specifications.

- (2) The furniture planner automatically transfers the generated customer data to the Partner. The Partner is obliged to inform the customers in the data protection provisions on the own website or to extend its data protection provisions regarding the function of the furniture planner.
- (3) The Partner is not allowed to lend, sell, rent or lease the furniture planner.
- (4) Unless otherwise specified in writing or required within the scope of the contractual use, the Partner is not allowed to reproduce, edit, modify, or translate the furniture planner, even in part. Furthermore, the furniture planner may not disassemble, decompile, reconstruct nor use any other methods or ways to determine the source code or obtain other information about the design or creation of the furniture planner. The scope of use of the furniture planner excludes:
  - Use of the software on several websites of the Partner
  - Use of the software in an inappropriate context (cf. discriminatory, immoral or violence-glorifying websites, etc.)
  - Reproduction
  - Publication of access data
  - Unlawful handling of customer data which violates of the data protection law
  - Delays of payment

#### **§ 4 Responsibility for the website**

- (1) The Partner is always responsible for his own homepage. In particular, the Partner remains the imprint-required website owner/provider and the data controller within the meaning of the data protection law.
- (2) When using trademarked terms, it is the responsibility of the Partner to obtain the necessary approval from the trademark owner.
- (3) If the Partner uses Google Analytics on his own website, it is in his responsibility to comply with all applicable data protection law in Europe. In event Google Analytics cannot be used in accordance with data protection regulations, the Partner is solely responsible for its use.

#### **§ 5 Contract term, termination**

- (1) The minimum contract duration is 12 months, which starts with the conclusion of the contract.
- (2) After expiration of the 12 months, the contract is automatically extended for a further one month unless it is terminated with 2 weeks' notice to the end of the month.
- (3) The right to extraordinary termination for good cause remains unaffected. If the partner terminates individual contract components prematurely without having a good cause for termination, he shall continue to owe the monthly fees that would have accrued until the regular end of the contract.
- (4) For the purpose of this contract a good cause shall include the following
  - a) The Partner's claims are seized and the seizure is not lifted within two weeks,
  - b) The Partner is in default with more than two consecutive invoice amounts or a significant portion thereof,
  - c) Insolvency proceedings are opened or rejected due to lack of assets or if multiple direct debits could not be processed,
  - d) The Partner expects from EGGER to engage in unfair practices or unlawful conduct to achieve its goals,
  - e) The Partner fails to comply with the provisions governing the admissibility of the contents and terms posted on the ranking pages or violates essential contractual obligations, e.g the duty of confidentiality or Third parties challenge the admissibility of the keywords or page contents selected in coordination with the Partner.

## § 6 Fees, payments, due date

- (1) The Partner shall pay EGGER the agreed monthly and one-time fees. All prices quoted in EGGER's offers are net prices plus the applicable statutory value added tax. Unless otherwise agreed in writing, invoices shall be issued on a monthly basis.
- (2) The one-time setup costs shall be invoiced 14 (fourteen) calendar days after conclusion of the contract. The monthly costs shall be invoiced to the Partner at the end of the following month after going online. Invoicing shall always be for full months; pro rata invoicing is excluded. EGGER shall generally collect the invoice amount by SEPA direct debit 8 business days after the invoice is issued. A flat fee of EUR 25.00 per rejected direct debit will be charged for rejected direct debits.
- (3) If the Partner defaults on payment, EGGER has the right to suspend the use of the furniture planner until the outstanding claims have been settled in full. However, the Partner must pay the ongoing monthly costs. The Partner cannot derive any rights from this; in particular the Partner has no right to extraordinary termination.
- (4) EGGER shall charge interest above the respective base rate in accordance with the applicable statutory provisions on late payment from the time on which the default occurs. The assertion of further damages is not excluded.

**No points for the EGGER Professional Program can be collected when paying for the EGGER inside Furniture Planner.**

## § 7 Cooperation of the Partner

- (1) The Partner is obliged to provide EGGER with all information and content necessary for the commissioned service (e.g. logos, images, definitions, access data etc.) without delay, but in any case within 5 working days upon request.
- (2) If the Partner fails to fulfill its obligations to cooperate, EGGER shall be released from its obligation to perform.

## § 8 Warranty

EGGER shall provide warranty for proven defects by rectifying the defect in such a way that the corresponding defect is eliminated. The rectification of defects may also consist of EGGER showing the Partner reasonable options for rectifying the defect himself.

- (1) A defect within the meaning of the warranty is exclusively a reproducible defect, whose cause lies in a quality defect in EGGERs' services. In particular, a functional impairment resulting from hardware defects, environmental conditions, incorrect operation, unauthorized or corrupt/damaged data, etc is not a defect. The furniture planner is only used for a preliminary calculation or a preliminary offer  
A recalculation is necessary in any case. No guarantee is given that the furniture planner will always deliver correct results.
- (2) EGGER does not guarantee that third-party services, in particular network services or other third-party provisions, will always be available without interruption, error-free and secure.
- (3) The Partners' claim against EGGER to provide the contractually agreed services only exists within the scope of the current state of the art. EGGER shall temporarily restrict services if this is necessary with regard to capacity limits, the security or integrity of the servers or to carry out technical measures, and this serves the proper or improved provision of services (maintenance work). In such events, EGGER shall take into account the legitimate interests of the Partner, e.g. by providing advance information. If an unforeseen system failure prevents the provision of the contractually agreed services, the Partners shall be informed in an appropriate manner.

## **§ 9 Rights of use**

For the duration of the contract, the Partner grants EGGER and its authorized subcontractors the rights of use of the Partner's the registered name, brands and logos free of charge, to the extent necessary for the fulfillment of the contract

## **§ 10 Responsibility and indemnification**

- (1) EGGER does not check whether the content provided or released by the Partner (in particular texts and images) of its existing websites infringe the rights of third parties.
- (2) The Partner is solely responsible for the admissibility of the content provided or released by him on his existing websites, as well as ensuring that this content does not infringe the rights of third parties, in particular with regard to copyright, competition law, and criminal law.
- (3) The Partner hereby indemnifies EGGER against all claims asserted against EGGER by third parties due to the infringement of their rights by the content provided or released by the Partner on/from its existing websites.
- (4) EGGER reserves the right to reject orders and not to use them for marketing measures and optimization, which are obviously illegal or violate EGGER's business principles or morals. However, EGGER does not carry out ITS own legal review of the content hosted, contained and released on the Partner's websites.

## **§ 11 Confidentiality**

The Partner undertakes to maintain confidentiality regarding all business and trade secrets and other confidential information disclosed to it by EGGER from third parties in connection with the performance of the contract. This applies in particular to information about search habits and search engines technology and link building structure, insofar as this is not generally known. This obligation shall continue to apply for a period of 3 years after termination of the contract.

## **§ 12 Marketing**

- (1) During the term of the contract, EGGER has the right to contact the Partner regarding its specific campaign in order to determine the response, identify potential for improvement and offer further services.
- (2) Upon written consent of the Partner, EGGER is entitled to communicate the Partner as a reference customer on EGGER's websites and marketing materials (e.g. recorded customer data and campaign evaluation). The details of the order will be kept confidential.
- (3) 3) EGGER is entitled, with the written consent of the Partner, to integrate its contact details in the sales Partner search on the website [www.egger.com](http://www.egger.com), search term "furniture planner".

## **§ 13 Final provisions**

- (1) EGGER reserves the right to continuously edit, , update, expand, restrict or discontinue individual functions of the furniture planner.
- (2) Should individual provisions of these GTC be or become invalid or ineffective in whole or in part, this shall not affect the validity of the remaining provisions. Any provisions of these General Terms and Conditions that are not included or are invalid shall be replaced by the applicable law. If such applicable law is not available in the respective case (regulatory gap) or would lead to an unacceptable result, the parties shall enter into negotiations to replace the excluded or invalid provision with a valid provision that comes as close as possible to it in economic terms.
- (3) The contract of use of the furniture planner, including these General Terms and Conditions is subject to German law. The application of the UN Sales Law (CISG) is expressly excluded.
- (4) The exclusive place of jurisdiction for all disputes arising from the contract of use of the furniture planner and these General Terms and Conditions is Düsseldorf.