



Retail Pricelist Collection 2009

Status 01.10.2009

Unless agreed otherwise, prices include standard packaging. Prices do not include taxes, export or import duties, freight charges and all other applicable charges which may be applicable to the sale and/or delivery of the products. Buyer shall be responsible for, and shall pay any taxes, duties, freight charges or other applicable charges to the sale and/or delivery of the products.

Yomei-Service

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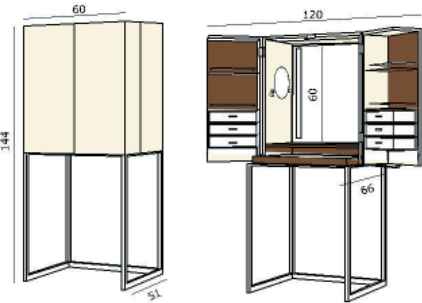
Oak veneer black lacquer

Cable accessory




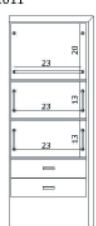







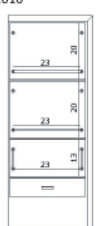
SOLITARY FURNITURE

· Lead time 8 weeks usually (special colours : 10 weeks)

Range / Item	W	H	D	Inside arrangement	Carcass	Code-no.	Retail Price
magic cube dress - standard inside arrangement MI01 - illuminated backboard mirror - dressing table mirror without illumination - cables and plugs - frame stainless steel polished finish 	60 cm	144 cm	51 cm	Leather choco (Colour code no. 1) Leather black (Colour code no. 2) No additional colours available	piano lacquer snow white	MD110	6298,- €
	unfolded	work-height	extended work top		piano lacquer pearl white	MD111	6298,- €
	120 cm	73 cm	66 cm		piano lacquer black magic	MD112	6848,- €
					Oak veneer dark brown	MD113	4698,- €
					Special colours on request, prices plus 30 %, lead time about 10 weeks		

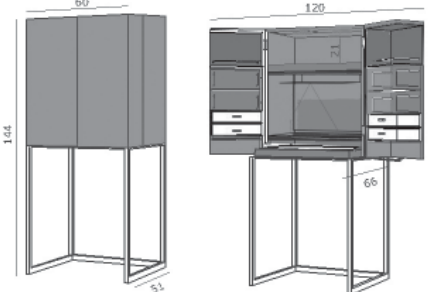
· **Inside arrangement of the case doors** - suitable for Magic Cube dress

· prices are additional and refer to 2 doors

Item	Code-no.	Retail Price	Item	Code no.	Retail Price	Item	Code no.	Retail Price
2 angles with railing 20 cm niche 3 drawers 	MI01	standard arrangement	1 angle with railing 20 cm niche 2 angles with railing 13 cm niche 2 drawers 	MI02	298,- €	1 angle with railing 20 cm niche 6 drawers 	MI03	598,- €
9 drawers 	MI04	898,- €	4 angles with railing 13 cm niche 1 drawer 	MI05	248,- €	3 angles with railing 13 cm niche 3 drawers 	MI06	348,- €
2 angles with railing 13 cm niche 5 drawers 	MI07	498,- €	1 angle with railing 13 cm niche 7 drawers 	MI08	798,- €	1 angle with railing 20 cm niche 1 angle with railing 13 cm niche 4 drawers 	MI09	398,- €
2 angles with railing 20 cm niche 1 angle with railing 13 cm niche 1 drawer 	MI010	198,- €						

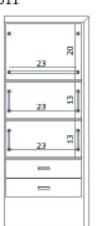
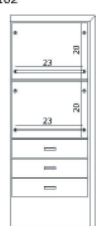

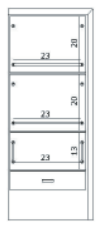
SOLITARY FURNITURE

• Lead time 8 weeks usually (special colours : 10 weeks)

Range / Item	W	H	D	Inside-arrangement	Carcass	Code-no.	Retail Price
magic cube work - standard inside arrangement MI02 - place for paper DIN A4 and folder - additional leather extension shelf for printer - cables and plugs - frame stainless steel polished finish 	60 cm	144 cm	51 cm	Leather choco (Colour code no. 1) Leather black (Colour code no. 1) No additional colours available	piano laquer-snowwhite	MW310	6848,- €
	unfolded	work-height	ex- tended working plate		piano laquer-pearlwhite	MW311	6848,- €
	120 cm	73 cm	66 cm		piano laquer-blackmagic	MW312	7398,- €
					oak veneer dark	MW313	4698,- €
					Special colours on request, prices plus 30 %, lead time about 10 weeks		

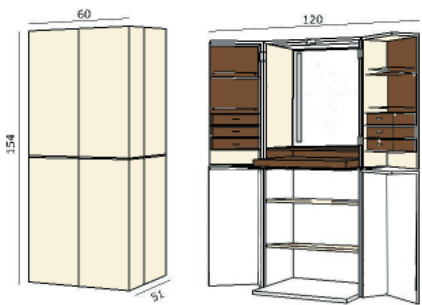
Inside arrangement of the case doors - suitable for Magic Cube work

.prices are additional and refer to 2 doors

Item	Code-no.	Retail Price	Item	Code-no.	Retail Price	Item	Code no.	Retail Price
1 angle with railing 20 cm niche 2 angles with railing 13 cm niche 2 drawers 	MI02	standard arrangement	2 angles with railing 20 cm niche 3 drawers 	MI01	298,- €	1 angle with railing 20 cm niche 1 angle with railing 13 cm niche 4 drawers 	MI09	398,- €
2 angles with railing 20 cm niche 1 angle with railing 13 cm niche 1 drawer 	MI10	198,- €						



SOLITARY FURNITURE

· Lead time 8 weeks usually (special colours 10 weeks)

Range / Item	W	D	H	Inside arrangement	Carcass	Code-no.	Retail Price
magic cube bar - standard inside arrangement MI01 - illuminated backboard mirror - cables and plugs - additional 2 leather shelves in the base of the carcass 	60 cm	154 cm	51 cm	Leather choco (Colour code no. 1) Leather black (Colour code no. 2) No additional colours available	piano lacquer snow white	MB210	8448,- €
	doors open	work height	extended work plate		piano lacquer pearl white	MB211	8448,- €
	120 cm	83 cm	66 cm		piano lacquer black magic	MB212	8998,- €
					oak veneer dark brown	MB213	6298,- €
					Special colours on request, prices plus 30 %, lead time about 10 weeks		


Optional equipment

- for **Magic Cube** bar only
- prices are additional and refer to the **Magic Cube** bar

Range / Item	Code no.	Retail Price	Range / Item	Code no.	Retail Price
-optional refrigerator for base of the bar - surrounding cover - integrated air circulation 	MBO1	998,- €	- optional inside arrangement for base of the bar - standard inside arrangement MI01 	MBO2	598,- €

Additional equipment

- suitable for **Magic Cube** und **Magic Desk**

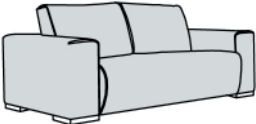
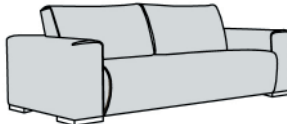
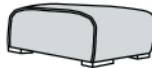
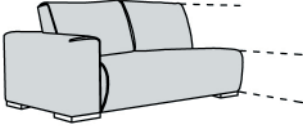
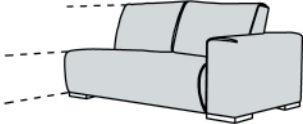
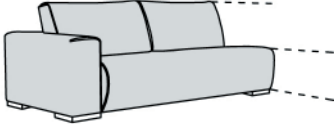
Range / Item	W	H	D	Frame	Colour	Code-no.	Retail Price
Squat - upholstered leather stool - suitable for Magic desk and Magic Cube 	50 cm	46 cm	36 cm	stainless steel polished	choco black	SQ501	798,- €
					black	SQ502	798,- €
				stainless steel brushed	special col.	SQ500	998,- €
					choco black	SQ511	848,- €
	black	SQ512	848,- €				
	special col.	SQ510	1048,- €				

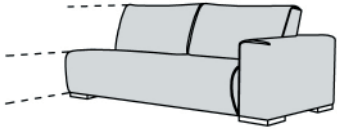
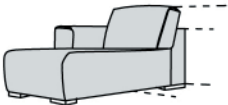
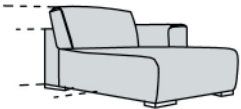
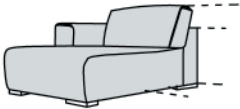
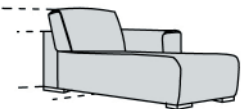
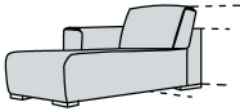
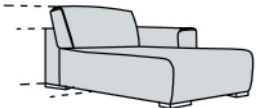
UPHOLSTERED FURNITURE


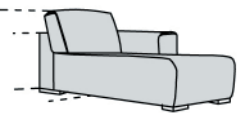
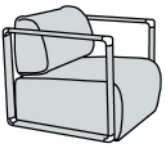
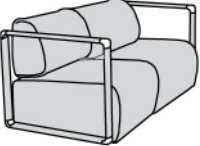
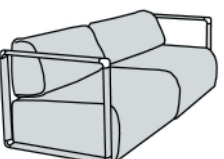
- Highly soft, flexible Yomei neck leather with a thickness of more than 4 mm
- Stable based frame partly made from solid beech wood
- Seat structure with upholstery springs and additional trimming
- Highly elastic cold foam seat
- Loose back cushions in down-feather style, made with several compartments filled with Quadrofill, a mixture of polyether and latex sticks, fibre balls and duck down
- **Lead time : 6 weeks usually**

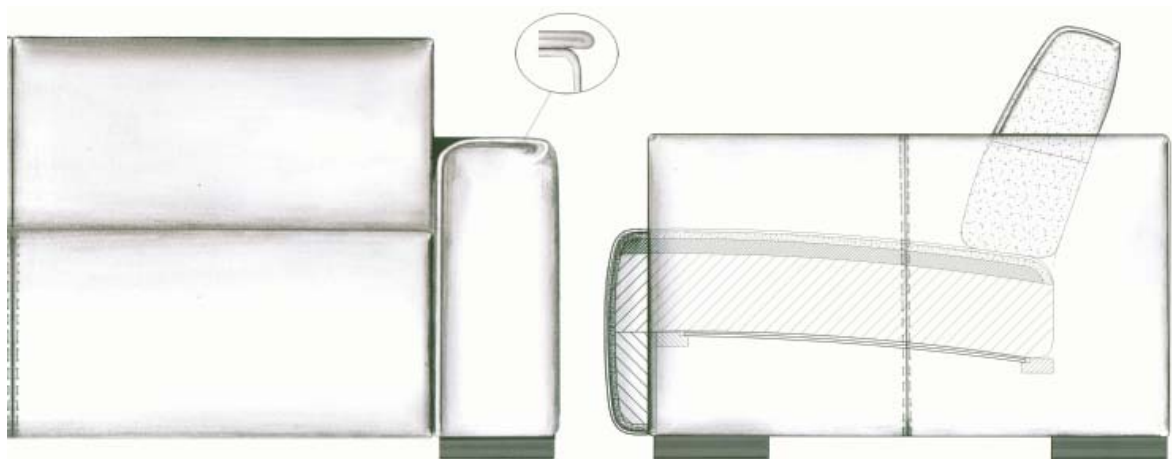


Wrap choco brown leather

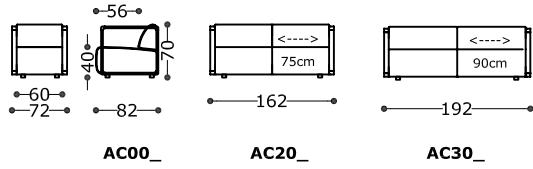
Range / Item	W cm	H cm	D cm	AR cm	SH cm	Colour	Code-no.	Retail Price
Sumo 2 Seater 	204	80	107	60	39	choco creme	SO2041 SO2042	6598,- €
Sumo 2,5 Seater 	234	80	107	60	39	choco creme	SO2341 SO2342	6848,- €
Sumo Stool 	75	39	120	-	-	choco creme	ST1 ST2	2048,- €
Sumo assembly sofa - 2 Seater left seatraster 75 	177	80	107	60	39	choco creme	AL751 AL752	6398,- €
Sumo assembly sofa - 2 Seater right seatraster 75 	177	80	107	60	39	choco creme	AR751 AR752	6398,- €
Sumo assembly sofa - 2,5 Seater left seatraster 90 	207	80	107	60	39	choco creme	AL901 AL902	6598,- €

Range / Item	W cm	H cm	D cm	AR cm	SH cm	Colour	Code-no.	Retail Price
Sumo assenby sofa - 2,5 Seater right seatraster 90 	207	80	107	60	39	choco creme	AR901 AR902	6598,- €
Sumo Longchair left seatraster 75 	102	80	170	60	39	choco creme	LCL2751 LCL2752	6598,- €
Sumo Longchair right seatraster 75 	102	80	170	60	39	choco creme	LCR2751 LCR2752	6598,- €
Sumo Longchair left seatraster 90 	117	80	170	60	39	choco creme	LCL2901 LCL2902	6848,- €
Sumo Longchair right seatraster 90 	117	80	170	60	39	choco creme	LCR2901 LCR2902	6848,- €
Sumo Recamiere left seatraster 75 	102	80	210	60	39	choco creme	LCL1751 LCL1752	6848,- €
Sumo Recamiere right seatraster 75 	102	80	210	60	39	choco creme	LCR1751 LCR1752	6848,- €

Range / Item	W cm	H cm	D cm	AR cm	SH cm	Colour	Code-no.	Retail Price
Sumo Recamiere left seatraster 90 	117	80	210	60	39	choco creme	LCL1901 LCL1902	7048,- €
Sumo Recamiere right seatraster 90 	117	80	210	60	39	choco creme	LCR1901 LCR1902	7048,- €
Wrap Chair 	73	70	80	70	40	choco creme	AC001 AC002	3598,- €
Wrap 2 Seater 	162	70	80	70	40	choco creme	AC201 AC202	6198,- €
Wrap 2,5 Seater 	192	70	80	70	40	choco creme	AC251 AC252	6598,- €



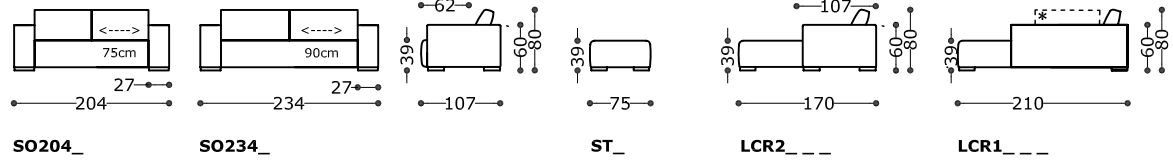
Dimensions and Sizes



AC00_

AC20_

AC30_



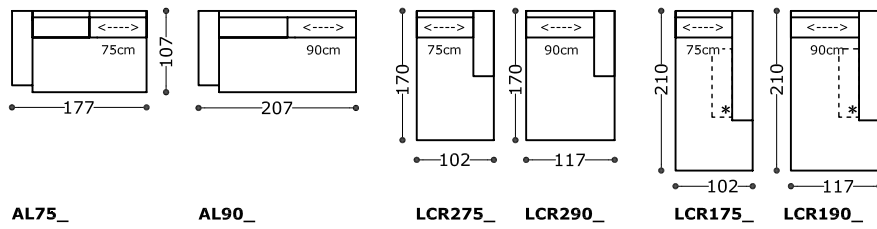
SO204_

SO234_

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LCR2_ __

LCR1_ __



AL75_

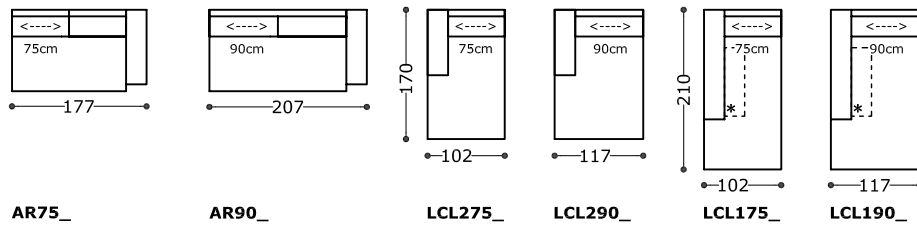
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AR75_

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Yomei. General Terms and Conditions.

These General Terms and Conditions of Sale apply exclusively for international contracts. For contracts within the Federal Republic of Germany our national Terms and Conditions apply.

1. Definitions

- 1.1 The "Buyer" means person who buys or agrees to buy Products from the Seller in the normal course of his business,
- 1.2 The "Seller" means YOMEI GmbH
- 1.3. "Products" the YOMEI furniture and accessories produced by Seller.
- 1.4. "Terms" and "Conditions" means the Terms and Conditions of Sale set out in this document and any special conditions agreed in writing by the Seller.

2. General

- 2.1. Conflict of provisions: Any Term and Condition in this document which conflicts with any provision of the Convention on Contracts for the International Sale of Goods shall be deemed to be a derogation from or variance of the effect of Convention's provisions within the meaning of its Article 6.
- 2.2. Gaps in Contract or Convention: Questions which are not expressly settled in this Contract or in the United Nations Convention on Contracts for the International Sale of Goods are to be settled in conformity with those rules stated in the Principles of European Contract Law that do not conflict with the provisions of this Contract or of the Convention.

3. Contract Formation

- 3.1. Offer: The Sellers "order of confirmation" constitutes an offer for the sale of Products and includes all the Terms and Conditions contained herein,
- 3.2. Acceptance: Any purchase order or other form of acceptance issued by the Buyer in response to an "order of confirmation" from Seller shall result in a Contract for the purchase of the Products at the price quoted by Seller's "order of confirmation" and shall be subject to these Terms and Conditions. Seller does not accept and hereby objects to any terms and conditions contained in any purchase order or other documents issued by Buyer which are different from, conflict with, modify and/or add to these Terms and Conditions. Sellers execution of any document issued by the Buyer shall constitute only an acknowledgement of receipt thereof and shall not be construed as an acceptance of any of the terms therein. Unless Buyer shall have set forth each specific objection to these Terms and Conditions in a separate writing signed and dated by Buyer and delivered to Seller contemporaneously with Buyers purchase order or other acceptance document. Buyer shall be deemed to have accepted all of these Terms and Conditions. Buyers issuance of a purchase order or other document which purports to reject some or all of these Terms and Conditions by virtue of Buyer's standard form language, or otherwise, shall not be sufficient objection. Where Buyer specifically objects to any of these Terms and Conditions, no contract shall be formed unless and until Seller agrees to accept in writing Buyers proposed modifications to these Terms and Conditions.
- 3.3 Entire Agreement: The "order of confirmation" and these Terms and Conditions shall constitute the entire understanding and agreement (the Contract) between the Buyer and the Seller. Any representation, quotation, promise, course of dealing, course of performance, custom or trade usage will not be binding upon either party. This Contract may not be amended or modified except by a writing executed by both parties.
- 3.4. Means of communication: Buyer and Seller agree that valid, enforceable and binding obligations may result from electronic means of communications. Any electronic communication between Buyer and Seller shall be considered to be a "writing" and/or "in writing".
- 3.5. Notice of avoidance: A notice of avoidance of the Contract because of fundamental breach shall be given in writing.
- 3.6. Delay or error in transmission: Article 27 of the Convention on Contracts for the International Sale of Goods does not apply to this Contract. Any notice, request or other communication required by this Contract or Part III of the Convention shall be effective only if and when it reaches the addressee.

4. Prices

- 4.1. Prices and currencies: Prices and currencies for the Products are as set out in Seller's "order of confirmation".
- 4.2. Taxes, duties, applicable charges, standard packaging: Unless agreed otherwise, Seller's prices include standard packaging. Prices do not include taxes, export or import duties, freight charges and all other applicable charges which may be applicable to the sale and/or delivery of the Products. Buyer shall be responsible for, and shall pay any taxes, duties, freight charges or other applicable charges to the sale and/or delivery of the Products.

5. Payment, acceptance of invoice

- 5.1. Payment by means of transfer: Unless expressly stated otherwise in Seller's "order of confirmation", payment shall be made on the basis of net cash, to be received by Seller within thirty (30) days following the date of Seller's invoice for Products by means of transfer into bank account mentioned in the invoice.
- 5.2. No deductions: All payments shall be made without any deduction on account of any taxes, duties or charges and free of set-off, claims or recoupement on account of this Contract or any other matter between the parties.
- 5.3. Interests, cost and expenses: With regard to payment of the price for Products, time is of the essence. Buyer's failure to pay the price by the date fixed by Term 5.1 of this Contract shall be deemed to be a fundamental breach. Seller may, without prejudice to any other rights of Seller, charge interest on any overdue payment at the higher rate of either twelve percent (12 %) per annum or one and a half times the prevailing rate under applicable law per annum, but not exceed the maximum interest rate permitted under applicable law, from the due date computed on a daily basis until all amounts outstanding are paid in full. All costs and expenses incurred by Seller with respect to collection of overdue payments (including, without limitation, reasonable attorneys fees, expert fees, court costs and other expenses of litigation) shall be for Buyer's account.
- 5.4. Acceptance of invoice: Any complaints with respect to the invoice must be notified to Seller in writing within ten (10) days after the date of invoice. Thereafter Buyer shall be deemed to have approved the invoice.

6. Delivery

- 6.1. Date: Any delivery date stated in the "order of confirmation" is approximate only and shall not constitute any guarantee of delivery on a particular date. Time shall NOT be of the essence of the Contract.
- 6.2. Terms: Delivery shall be EXW (Ex Works Incoterms 2000) Sellers production facilities as set out in Seller's "order of confirmation".

7. Duty to Inspection and Objection

- 7.1. Inspection: The Buyer must inspect the Products within as short a period as is practicable in the circumstances. In no case this period shall be longer than five (5) days since reception of Products.
- 7.2. Objection: The Buyer loses the right to rely on a lack of conformity of the Products if he does not give written notice to the Seller specifying the nature of the lack of conformity within a reasonable time after he has discovered it or ought to have discovered it. In no case the reasonable time shall exceed the period of seven (7) days.

8. Warranty; Limitation of Liability

- 8.1. Warranty: Seller's Products are warranted to be free from defects in material and workmanship for up to three (3) years from date of first purchase when used in Objection: The Buyer loses the right to rely on a lack of conformity of the Products if he does not give written notice to the Seller specifying the nature of the lack of conformity within a reasonable time after he has discovered it or ought to have discovered it. In no case the reasonable time shall exceed the period of seven (7) days.
- 8.2. Limitation of remedies: Upon justified objections which shall have been raised in accordance with Number 7.1. and 7.2. from this Terms and Conditions, the Seller may at its own option within a reasonable time either repair or replace the products at no charge to Buyer or issue a credit for any such product in the amount of the original invoice price. Accordingly, Sellers obligation shall be limited to repair or replacement of products or for credit of products. This obligation shall be without prejudice to the Sellers right, to provide the return of the objected products.
- 8.3. Limitation of liability: The Buyer shall not be entitled to any further rights or remedies. In particular. Seller shall not be responsible for any compensation (including but not limited to, any kind of special, incidental, indirect, consequential or punitive damage or loss, cost or expense) based on breach of contract or default, whether or not they were foreseeable, unless the products shall lack a characteristic that Seller shall have expressly guaranteed or in cases of wilful misconduct or gross negligence on Seller's part.
- 8.4. Limitation on amount: Where applicable legislation implies in this contract any condition or warranty and that legislation avoids or prohibits provisions in a contract as the aforementioned (excluding or modifying the application of or the exercise of or liability) under such term, such term shall be deemed to be included in this contract. However, the liability of the Seller for any breach of such term shall under no circumstances exceed the sum of Buyers payment for the products that are subject of the claim.

9. Infringement of industrial or other intellectual property; Right of a third party

- 9.1. Protection: Seller will protect the Products through registrations of industrial and intellectual property to his own discretion.
- 9.2. Infringement: Seller will put all the best efforts to ensure non-infringement of Seller's Products upon third parties rights.
- 9.3. Immediate notification: The Buyer agrees to notify Seller immediately if he becomes aware of such infringement or is reprimanded for such.
- 9.4. Confirmed infringement: In modification of articles 41 and 42 of the convention on contracts for the international sale of goods only an infringement of any right of a third party confirmed by seller or a court shall be construed as a breach of contract. In no case a claim of a third party will be construed as a breach of contract.. In case of confirmed infringement, seller will indemnify buyer following the terms of condition 8.1 to 8.3 of this contract including reasonable attorney fees.

10. Enforcement of a claim

- 10.1. Time period: Any proceeding to enforce a claim for breach of or a right arising out of this Contract must be commenced within one year of the date upon which the breach occurred or the right accrued.
- 10.2. Place of jurisdiction: For Sellers benefit, the courts of Detmold, Germany shall have jurisdiction over all disputes arising from this Contract. However, Seller shall have the right to bring a claim at the principal place of business of the Buyer as well or before other courts competent according to any national or foreign laws.
- 10.3. Attorney's fees: Reasonable attorney's fees are recoverable by the party that prevails in a litigation relating to the Contract.

11. Force majeure

- 11.1. Events of force majeure: Neither party will incur any liability to the other if its performance of any obligation under this agreement is delayed or prevented by any of the following events: a change in any law, rule, regulation or ordinance; any new law, rule, regulation or ordinance; the requirements of any government or governmental entity or authority; war, riot, civil disorder or other hostilities; hurricanes, typhoons or other severe weather conditions; fire; earthquakes, floods and other natural disasters; epidemics and quarantines; damage.
- 11.2. Notification: If either party's performance under this agreement is delayed or prevented by any of the events described in Terms of Condition 11.1, that party will notify the other in writing of the event, of its expected effect on that party's performance and of when that party resumes its performance under and in accordance with the terms of this agreement.
- 11.3. Termination of Contract: If the performance by a party of any [material] obligation under this agreement is delayed by any of the events described in Term 11.1 above, then (i) if the total of all delays so caused exceeds a period of 100 days, the other party may terminate this agreement by giving written notice of termination to the affected party at any time prior to the affected party's notifying the other party in writing that it has resumed its performance under and in accordance with this agreement; and (ii) if the total of all delays so caused exceeds a period of 100 + 100 days, either party may terminate this agreement by giving written notice of termination to the other prior to the affected party's giving written notice that it has resumed its performance under and in accordance with this agreement.

12. Final Provisions

- 12.1. Non-waiver: Seller's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Seller's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by Seller's Branch Manager.
- 12.2. Invalid provisions: The invalidity of any provision of these general terms and conditions of sale shall not affect the validity of the other provisions.
- 12.3. Data: Seller has stored data of the Buyer in accordance with the German Data Protection Act.