



MIYABI. The Beauty of Sharpness

雅. 美しき切れ味

Sales program 2017/2018









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MIYABI 5000MCD 67









Blades: MicroCarbide powder steel MC66, damask design, 133 layers

	Description	Size approx.	Order quantity	●	Art. no.	EAN
	SHOTOH	5 " 130 mm	1	G	34400-131	4009839394959
	GYUTOH	8 " 200 mm	1	G	34401-201	4009839394973
	GYUTOH	9½ " 240 mm	1	G	34401-241	4009839395161
	SANTOKU	7 " 180 mm	1	G	34404-181	4009839395284
	BREAD KNIFE	9½ " 240 mm	1	G	34406-241	4009839395314
	SUJIIHIKI	9½ " 240 mm	1	G	34400-241	4009839395000

MIYABI 5000MCD









Blades: MicroCarbide powder steel MC63, damask design, 101 layers



	Description	Size approx.	Order quantity	●	Art. no.	EAN
	SHOTOH	3½ " 90 mm	1	G	34372-091	4009839275920
	SHOTOH	5 " 130 mm	1	G	34372-131	4009839275951
	CHUTOH	6 " 160 mm	1	G	34372-161	4009839275982
	GYUTOH	8 " 200 mm	1	G	34373-201	4009839276019
	GYUTOH	9½ " 240 mm	1	G	34373-241	4009839276040
	SANTOKU	7 " 180 mm	1	G	34374-181	4009839276071
	BREAD KNIFE	9 " 230 mm	1	G	34376-231	4009839295812
	SUJHIKI	9½ " 240 mm	1	G	34378-241	4009839281853

MIYABI 6000MCT









Blades: MicroCarbide powder steel MC63, Tsuchime, 3 layers

	Description	Size approx.	Order quantity	●	Art. no.	EAN
	SHOTOH	3½ " 90 mm	1	G	34072-091	4009839307928
	SHOTOH	5 " 130 mm	1	G	34072-131	4009839307959
	GYUTOH	6 " 160 mm	1	G	34073-161	4009839307980
	GYUTOH	8 " 200 mm	1	G	34073-201	4009839308017
	GYUTOH	9½ " 240 mm	1	G	34073-241	4009839308048
	SANTOKU	7 " 180 mm	1	G	34074-181	4009839308079
	BREAD KNIFE	9 " 230 mm	1	G	34076-231	4009839308109
	SUJHIKI	9½ " 240 mm	1	G	34078-241	4009839308130

MIYABI 5000FCD







Blades: steel FC 61, damask design, 49 layers



	Description	Size approx.	Order quantity	●	Art. no.	EAN
	SHOTOH	3½ " 90 mm	1	G	34680-091	4009839376863
	SHOTOH	4 " 110 mm	1	G	34680-111	4009839376870
	SHOTOH	5 " 130 mm	1	G	34680-131	4009839376887
	GYUTOH	6 " 160 mm	1	G	34681-161	4009839376900
	GYUTOH	8 " 200 mm	1	G	34681-201	4009839376917
	GYUTOH	9½ " 240 mm	1	G	34681-241	4009839376924
	SANTOKU	7 " 180 mm	1	G	34684-181	4009839376931
	BREAD KNIFE	9½ " 240 mm	1	G	34686-241	4009839376948
	SUJHIKI	9½ " 240 mm	1	G	34680-241	4009839376894

MIYABI 7000D









Blades: steel CMV60, damask design, 65 layers

	Description	Size approx.	Order quantity	●	Art. no.	EAN
	KUDAMONO	3½ " 90 mm	1	G	34541-091	4009839216718
	SHOTOH	5 " 130 mm	1	G	34542-131	4009839216725
	CHUTOH	6 " 160 mm	1	G	34542-161	4009839216732
	GYUTOH	8 " 200 mm	1	G	34543-201	4009839216763
	GYUTOH	9½ " 240 mm	1	G	34543-241	4009839238970
	SANTOKU	7 " 180 mm	1	G	34544-181	4009839216756

MIYABI 4000FC

Blades: FC 61 steel



	Description	Size approx.	Order quantity	●	Art. no.	EAN
NEW	 KUDAMONO	3½ " 90 mm	1	G	33950-091	4009839390555
NEW	 SHOTOH	5½ " 140 mm	1	G	33951-141	4009839390562
NEW	 GYUTOH	8 " 200 mm	1	G	33951-201	4009839390586
NEW	 GYUTOH	9½ " 240 mm	1	G	33951-241	4009839390593
NEW	 NAKIRI	6½ " 170 mm	1	G	33952-171	4009839390654
NEW	 SANTOKU	7 " 180 mm	1	G	33957-181	4009839390623
NEW	 BREAD KNIFE	9 " 230 mm	1	G	33956-231	4009839390647
NEW	 SUJIIHIKI	9½ " 240 mm	1	G	33950-241	4009839390609

Knife accessories


Accessories

	Description	Size approx.	Order quantity	●	Art. no.	EAN
	Basic kit	290 x 80 x 45 mm	1	G	34536-000	4009839275104
	Sharpening Stone, #400	210 x 70 x 25 mm	1	G	34536-001	4009839275043
	Sharpening Stone, #1000	210 x 70 x 25 mm	1	G	34536-002	4009839275050
	Sharpening Stone, #5000	210 x 70 x 25 mm	1	G	34536-005	4009839275081
	Knife sharpener, ceramic discs	210 x 68 x 42 mm	1	G	34536-007	4009839303098
	Knife block, bamboo	205 x 425 x 230 mm	1	G	34532-100	4009839275227
	Cutting board, Hinoki, medium	350 x 200 x 30 mm	1	L	34535-200	4009839275012

Knife accessories

Accessories



	Description	Size approx.	Order quantity	●	Art. no.	EAN
	Cutting board, Hinoki, large	400 x 250 x 30 mm	1	L	34535-300	4009839275029

1. Validity

- 1.1 These General Terms and Conditions of Sale shall apply exclusively for the sale of goods by ZWILLING J.A. Henckels Deutschland GmbH (hereinafter „ZWILLING“). Any deviating, supplementary or opposing terms and conditions, in particular the general terms and conditions of the Purchaser, shall not apply even if they have not been expressly objected to or if ZWILLING accepts or carries out a service with regard to them without reservation.
- 1.2 These General Terms and Conditions of Sale shall also apply to any future transactions between ZWILLING and the Purchaser.
- 1.3 Any amendments, supplements or other special agreements must be in writing to be effective. This also applies to any waiver of this written form requirement.
- 1.4 These General Terms and Conditions of Sale shall only apply to merchants, companies, legal entities under public law or public-law special funds within the meaning of section 310 (1) of the German Civil Code [*Bürgerliches Gesetzbuch* (BGB)].

2 Offer, order and conclusion of contract

- 2.1 Offers by ZWILLING shall be non-binding and may be changed by ZWILLING without prior notice unless they have been expressly designated as binding in writing.
- 2.2 ZWILLING may accept orders from the Purchaser within two weeks of receipt. Acceptance of an order shall only be binding upon ZWILLING upon written confirmation (including via fax or email) or dispatch of the goods.
- 2.3 Any statements made by ZWILLING in advertisements, brochures or other documentation on the characteristics of the goods shall be by way of non-binding indications and shall not form part of their agreed properties and condition, provided any such statement is not expressly set out in a binding offer or order confirmation from ZWILLING as a statement on their properties. Warranties, in particular those covering properties and condition, shall only be binding upon ZWILLING to the extent that they are contained in a binding offer or order confirmation from ZWILLING, that they are expressly designated as being a „warranty“ or „warranty of properties and condition“ and that they expressly stipulate the ensuing obligations for ZWILLING.

3 Prices, payment

- 3.1 For deliveries inside of Germany and to Austria, the prices stated shall be understood to include delivery FCA (Incoterms 2010) at our Solingen factory plus the applicable statutory VAT and plus packaging, unless expressly agreed otherwise. If the goods are shipped by ZWILLING, then ZWILLING shall charge shipping costs for packaging and freight depending on the total net purchase price for the respective order (hereinafter the „Net Order Value“) as follows:

For a Net Order Value that is

- under € 300.00, shipping costs of € 15.00 plus a flat-rate order and delivery fee of € 15.00 will be charged;
- between € 300.00 and € 999.99, shipping costs of € 6.50 will be charged;
- € 1,000.00 and over, no shipping costs will be charged.

If the goods are shipped by ZWILLING, then ZWILLING shall charge costs for insurance amounting to 1 % of the Net order Value.

- 3.2 For deliveries outside of Germany and to Austria, the prices stated shall be understood FCA (Incoterms 2010) at our Solingen factory plus the applicable statutory VAT and plus packaging, unless expressly agreed otherwise.

- 3.3 Minimum Net purchase order value shall be € 300 inside the EU (under € 300.00 a flat-rate order and delivery fee of € 15.00 will be charged) and € 1000,- outside the EU.

- 3.4 Invoices shall be due for payment without any deductions within 30 days of the invoice date. Bank charges shall be borne by the Purchaser. In case of an agreed direct debit (SEPA company debit / pre-notification) - for reasons to facilitate payment transactions - the customer agrees upon the possibility to reduce the basic 14-days information period before encashment of a due payment to one single day before debit.

- 3.5 In the event of payment within 10 days of the invoice date ZWILLING shall grant a 3% discount on the invoice amount subject to the condition that the Purchaser is not in arrears with respect to settling other claims.

- 3.6 If payment is not made within the specified term the Purchaser shall be deemed to be in arrears without any further reminder. The time-liness of the payment shall be determined on the basis of when the invoice amount is credited to the account specified by ZWILLING. In the event of late payment ZWILLING may charge default interest at the rate of eight percentage points above the respective base interest rate. ZWILLING reserves the right to assert claims for further damages.

4 Offsetting, withholding payment

The Purchaser shall only be entitled to set off or exercise a statutory right of retention insofar as its counterclaims are not disputed or have been determined by a final court judgment.

5 Delivery

- 5.1 The goods shall be delivered FCA (Incoterms 2010) at our Solingen factory, unless expressly otherwise agreed.
- 5.2 The stated delivery deadlines or dates shall be non-binding, unless they are expressly agreed as being binding. The Purchaser may request ZWILLING in writing to effect delivery four weeks after the expiry of a non-binding delivery date or a non-binding delivery deadline. Once ZWILLING has received this written request it shall be deemed to be in default of delivery.
- 5.3 Delivery by ZWILLING shall be on the assumption of the timely and proper fulfilment of the Purchaser's obligations. It reserves the right to object to an unfulfilled contract. If the Purchaser fails to meet its duties of cooperation in respect of the delivery in a timely manner, then agreed delivery deadlines shall be extended, or agreed delivery dates shall be deferred, for a commensurate length of time.
- 5.4 The Purchaser shall be deemed to be in default of acceptance if it fails to accept the goods by the binding delivery deadline or on the binding delivery date. In the event of a non-binding delivery deadline or non-binding delivery date ZWILLING may notify the Purchaser that the goods are ready; if the Purchaser does not accept the goods within two weeks of the receipt of such notification it shall be deemed to be in default of acceptance.
- 5.5 In the event of the default of acceptance or other culpable breach of duties of cooperation in relation to the delivery on the part of the Purchaser, ZWILLING shall be entitled to compensation for ensuing damage, including any additional expenses. ZWILLING may charge 0.1% of the invoice amount for the stored goods for each calendar day of their storage as flat-rate compensation for warehousing costs, though capped at a maximum of 1% per calendar month. It reserves the right to assert further claims. The risk of the loss, damage or destruction of the goods shall be transferred to the Purchaser no later than at the time of the default of acceptance or other breach of duties of cooperation.
- 5.6 Partial deliveries shall be permissible provided these are reasonable for the Purchaser, particularly if the delivery of the remainder of the

ordered goods is guaranteed and the Purchaser will not incur any significant extra expense or any significant additional costs as a result. Each partial delivery may be invoiced for separately. In case of custom-made goods ZWILLING reserves the right to an over- or underdelivery of up to 10% of the purchase order quantity.

6 Transfer of risk, shipment

- 6.1 The risk of the loss, damage or destruction of the goods shall be transferred to the Purchaser no later than at the time of their delivery to the shipper or other transporter in the outgoing goods department of our Solingen factory. This also applies if ZWILLING bears the shipping costs pursuant to section 3.2 or on the basis of a special agreement. Section 5.5 shall remain unaffected.
- 6.2 The provisions contained in this section 6 shall also apply for partial deliveries.

7 Retention of title

- 7.1 ZWILLING shall retain title to the goods until all payments due under the current business relationship have been received in full. In the event of a current account relationship ZWILLING shall retain title until all the payments due have been received from acknowledged balances.
- 7.2 In the event of breaches of contract on the part of the Purchaser, including default on payment, ZWILLING shall be entitled to take back the goods delivered that were subject to the retention of title („Goods Subject to Retention of Title“) after withdrawing from the respective Purchase Contract and shall be entitled to enter the Purchaser's business premises during normal business hours for this purpose. No deadline need be specified in advance for withdrawing from the contract in the case of a default on payment. After it has taken back the goods and issued a prior warning ZWILLING shall be entitled to appropriate exploitation of the Goods Subject to Retention of Title. The exploitation proceeds shall be offset against the Purchaser's liabilities after the deduction of reasonable exploitation costs.
- 7.3 The Purchaser must handle Goods Subject to Retention of Title with care, insure them adequately and, where necessary, service them.
- 7.4 The Purchaser shall be entitled to resell the Goods Subject to Retention of Title in the normal course of business. In this case, however, it shall assign all claims, with all their ancillary rights, deriving from such a resale to ZWILLING irrespective of whether these arise before or after the processing of the Goods Subject to Retention of Title. Regardless of ZWILLING's authority to collect the claim itself, the Purchaser shall continue to be authorised to collect the claim even after its assignment. ZWILLING shall refrain from collecting the claim as long as and insofar as the Purchaser meets its payment obligations, no application has been filed to open insolvency proceedings or similar proceedings, and there is no suspension of payments in place. The Purchaser must inform ZWILLING immediately in writing if any one of these cases applies; if so requested by ZWILLING it shall be obliged to notify its debtors of an assignment as well as to provide ZWILLING with any information and documents it needs to assert its rights.
- 7.5 In addition, the Purchaser shall be prohibited from selling or attaching the Goods Subject to Retention of Title or transferring them by way of security. In the case of enforced attachment and any other impairments of the owner's interests (e.g. the impending opening of insolvency proceedings against the Purchaser) the Purchaser shall be obliged to point out that ZWILLING is the owner and to immediately inform ZWILLING of the situation in writing.
- 7.6 Any processing or modification of the Goods Subject to Retention of Title by the Purchaser shall be undertaken on behalf of ZWILLING. If this is by means of third-party items that do not belong to ZWILLING, or if the Goods Subject to Retention of Title are inextricably mixed or joined with such third-party items, then ZWILLING shall acquire joint

title to the new items in the ratio of the value of the Goods Subject to Retention of Title to the third-party items; furthermore the same provisions as for the Goods Subject to Retention of Title apply to the new items. If the joining takes place in such a way that the Purchaser's items are to be regarded as the main items, then the Purchaser shall transfer joint title to ZWILLING on a pro rata basis.

- 7.7 If the above-mentioned securities exceed the claims to be secured by more than 10%, ZWILLING shall release securities at its own discretion upon the Purchaser's request.

8 Rights arising from defects

- 8.1 A prerequisite for the Purchaser's rights arising from defects shall be the latter's proper fulfilment of all its obligations pertaining to inspection and notification of defects under section 377 of the German Commercial Code [*Handelsgesetzbuch* (HGB)]. Notices of defects must give a specific description of the defect and must be both immediate and in writing. Obvious defects must be notified to ZWILLING within a week of their delivery at the latest, whilst latent defects must be notified to ZWILLING within a week of their discovery at the latest. Claims for defects that were notified belatedly shall be excluded. Acceptance of the goods cannot be refused due to minor defects. The costs of inspecting the goods shall be borne by the Purchaser. Defective goods shall be made available for ZWILLING to inspect on request.
- 8.2 The limitation period for rights arising from defects shall be one year from delivery of the goods. This restriction shall not apply, however, if (a) a defect has been fraudulently concealed or (b) a warranty has been assumed for the properties and condition of the goods (in connection with this any liability provisions or limitation period arising from the warranty shall apply where appropriate). Furthermore, in the case of any claims for damages this restriction shall not apply in the following cases either: (a) Injury to life or limb, or impairment of health, (b) wilful intent and (c) gross negligence on the part of ZWILLING's executive bodies or executive managers.
- 8.3 In the event of defective goods ZWILLING may carry out subsequent performance at its own discretion by remedying the defect (subsequent rectification) or by supplying an item that is free of defects (replacement delivery). The subsequent performance shall occur without acknowledgement of a legal obligation. In the case of subsequent rectification, the remainder of the original limitation period shall begin when the rectified goods are returned. The same applies in the case of a replacement delivery.
- 8.4 The place of fulfilment for the subsequent performance shall be ZWILLING's site (its Solingen factory). Claims by the Purchaser for expenses necessary for the purpose of the subsequent performance, in particular the costs of transport, travel, labour and materials, shall be excluded, unless these expenses are increased by the goods being subsequently transported to a place of delivery other than the one that was originally agreed. The costs of assembling the goods shall also be excluded. ZWILLING shall be entitled to invoice the Purchaser for any such additional costs. The Purchaser shall only be able to assert claims for these costs within the scope of compensation for damages pursuant to section 9.
- 8.5 In the event of the ultimate failure of the subsequent performance the Purchaser shall be entitled to withdraw from the respective order. The right to a reduction of the purchase price shall be excluded.
- 8.6 The Purchaser shall bear the appropriate costs of any unjustified assertion of rights arising from defects. The same shall apply if ZWILLING erroneously grants rights arising from defects without being obliged to do so.
- 8.7 Further claims arising from defects, of any kind whatsoever, shall be excluded without prejudice to any limited claims for damages in accordance with section 9.

9 Liability

- 9.1 In the event of simple negligence ZWILLING shall accept liability only for damages arising from the breach of essential contractual obligations, the fulfilment of which enable the proper execution of the contract and the observance of which the Purchaser routinely relies on and may rely on; in this case, however, liability shall be limited to typical, foreseeable damage. The above-mentioned limitation of liability shall similarly apply for damages caused by gross negligence on the part of any employees or agents of ZWILLING that are not executive bodies or executive managers of ZWILLING.
- 9.2 In the cases set out under section 9.1 ZWILLING shall not accept liability for any lost profits, consequential damages or indirect damages.
- 9.3 In the cases set out under section 9.1 the limitation period shall be two years from the time when the claim has arisen and the Purchaser has become aware of the circumstances on which the claim is based. Irrespective of the Purchaser's awareness the claim shall be time-barred three years after the event that caused the damage. The limitation period for claims for damages based on defects shall be as stipulated under section 8.2.
- 9.4 The foregoing limitations of liability do not apply for liability for damages arising from (a) injury to life or limb, or impairment of health, (b) wilful intent, (c) gross negligence on the part of ZWILLING's executive bodies or executive managers, (d) defects that have been fraudulently concealed, (e) the assumption of a warranty for the properties and condition of the goods (in connection with this any liability provisions or limitation period arising from the warranty shall apply where appropriate), as well as from (f) the German Product Liability Act [*Produkthaftungsgesetz* (ProdHaftG)].
- 9.5 The above limitations of liability also apply for claims for damages by the Purchaser against ZWILLING's executive bodies, executive managers, employees or agents.

10 Force majeure

- 10.1 In the event of force majeure, such as mobilisation, war, civil war, terrorism, unrest, riots, embargoes, natural catastrophes, epidemics, fire, legislative activities, judicial decisions or measures by public authorities, or any other unforeseeable circumstances for which ZWILLING is not responsible, such as industrial disputes, strikes or lawful lockouts, disruptions to transport or operations, difficulties in procuring raw materials or delays by suppliers that hinder ZWILLING's fulfilment of its contractual obligations, agreed delivery deadlines may be extended or agreed delivery dates deferred by

the duration of the hindrance plus an appropriate lead time. This also applies if such events occur at a time when ZWILLING is already in default. ZWILLING undertakes to notify the Purchaser of the start and the anticipated end of such events.

- 10.2 If the hindrance lasts for six weeks or more, either Party may withdraw from the respective Purchase contract through issuing a written statement.

11 Compliance with statutory provisions

- 11.1 The Purchaser shall comply with all the relevant statutory provisions, regulatory requirements, judicial decisions and administrative orders, including the relevant provisions on import, export and export control. The Purchaser must obtain all the necessary authorisations, permits and licences in a timely manner, particularly those that are necessary for import and export, or for reselling or using the goods. In the event of a breach of the obligations set out above the Purchaser shall indemnify ZWILLING against third party claims.
- 11.2 ZWILLING may withhold the delivery from the Purchaser if there are reasonable grounds to suspect that the Purchaser might breach section 11.1 or if all the necessary authorisations, permits or licences have not been obtained and ZWILLING is not responsible for this.

12 General provisions

- 12.1 The Purchaser may not assign its rights and obligations in whole or in part without ZWILLING's prior written consent. ZWILLING shall be permitted to assign its rights and obligations, in particular to its affiliated companies within the meaning of section 15 of the German Stock Corporation Act [*Aktiengesetz* (AktG)].
- 12.2 The entire legal relationship between ZWILLING and the Purchaser shall be governed by the law of the Federal Republic of Germany under exclusion of the UN Convention on Contract for the International Sale of Goods.
- 12.3 The place of performance shall be Solingen, unless otherwise agreed.
- 12.4 The place of jurisdiction for any disputes arising from or in connection with a delivery shall be Cologne; however, ZWILLING shall be entitled to bring an action against the Purchaser in the latter's place of business.
- 12.5 Should any individual provision of these General Terms and Conditions of Sale be or become invalid, this shall not affect the validity of the remaining provisions.

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