

**General Terms and Conditions of Sale as of 10.10.2023**Applicable to business customers

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**1. Scope**

1.1 These general terms and conditions of sale ("GTC") shall apply to legal transactions and legal acts with enterprises acc. to § 14 BGB ("Customer").

1.2 General terms and conditions of the Customer shall only apply to our business relation, if we have accepted these terms and conditions explicitly and in written form.

**2. Information and Advice, Condition of the Goods, Processing Instructions**

2.1 Information and advice are based on our experience and do not free the Customer of its own responsibility of inspection and handling of the goods.

2.2 Customary and technically unavoidable deviations in are to be accepted as condition of the goods, in particular the stated repeat sizes and weights are approximate. Slight deviations in height and width are possible for technical reasons.

2.3 Processing instructions must be observed.

**3. Conclusion of Contract**

3.1 Our offers are not binding. A contract is concluded by the customer's written order and our acceptance, i.e., immediate delivery of the goods; if the ordered goods are not in stock, the customer will receive an order confirmation with delivery time. Orders by phone will only binding after our acceptance.

3.2 All contracts, side agreements, commitments and contract changes need written form. This also applies to the change of this clause.

**4. Prices and Payment Terms**

4.1 The price list contains information on the price of goods. Large orders and custom-made products are calculated individually. In the case of cut sizes ordered, the size corresponding to the respective repeat will be charged.

4.2 Prices are ex works, i.e., EXW Marienheide or EXW Wesel, Incoterms 2020 and include packaging costs only.

4.3 In the event of no payment term, invoices are due immediately. In the event of late payment, we may charge default interest of 8%-points above the base interest rate of the ECB.

4.4 If a discount has been agreed, it shall only be granted on the value of the goods remaining after deduction of all discounts (discount basis). As long as the customer is in arrears with an invoice, no discount shall be granted on further purchases made during the period of arrears.

4.5 We are entitled to unilaterally change any payment term agreements and to demand securities (e.g., advance payment) if the customer is in default of payment several times or if his ability to pay is in question.

**5. Sample material, returnable samples**

5.1 Sample material can be ordered to the extent customary in business. Sample material shall be invoiced.

5.2 Returnable samples must be returned within 14 days, otherwise a nominal charge of € 10 per sample will be levied. Returnable samples that are damaged or cut will be invoiced in the same amount.

**6. Delivery Terms, Delay of Delivery**

6.1 Deliveries are made **FCA**, site Marienheide or Wesel, Incoterms 2020. In the event we deliver the goods to a deviating place, we shall invoice freight costs and other costs in addition.

6.2 In the event export control leads to a delay of delivery of up to two (2) working days, this shall not be deemed a delay of delivery.

6.3 In the event the Customer is in delay of payment with one or more invoices, we are entitled to postpone any subsequent delivery date/period until all due invoices are paid. This shall not be deemed a delay of delivery.

6.4 If the Customer desires a change of its order after the conclusion of contract, the delivery date/period shall be automatically postponed indefinitely. We will endeavour to fulfil the amended order in a timely manner.

6.5 Delivery in advance are legitimate. We are entitled to partial delivery.

**7. Delivery Period**

7.1 If the delivery period is not adhered to, the Customer has the right to send a reminder together with a deadline of at least eight (8) weeks. After fruitless expiry of the deadline, we shall be in default of delivery.

7.2 If we determine that we cannot comply with the delivery period, we can postpone the delivery period once without the Customer being entitled to compensation claims; a right of termination only exists if the Customer is dependent on compliance with the delivery period and has informed us of this in writing when concluding the contract. Cases of force majeure remain unaffected by this.

**8. Retour**

Goods without defect as well as sample rolls/sample materials cannot be returned. § 478 BGB (recourse in case of sale of consumer goods) remains unaffected.

**9. Reservation of self-delivery; force majeure and other impediments**

In cases of force majeure, the mutual rights and obligations of both contracting parties shall be suspended. In this case, the agreed delivery period shall be postponed until the case of force majeure has ended. Force majeure shall be all events that come from outside, are unforeseeable and extraordinary and could not be prevented even by the utmost care on the part of the party affected. Cases of force majeure are in particular: shortage of energy or raw

materials, strike in the own company or with third parties, lockout, official order, epidemics/pandemics, non-delivery by third parties, operational disruption. The other contracting party must be informed immediately of the beginning and the expected duration of the force majeure. Each contracting party is entitled to terminate the individual contract concerned without notice if the force majeure situation lasts longer than two (2) months.

## 10. Warranty

10.1 Recognisable defects, e.g., type of goods, quantity of goods, obvious damage, must be notified by the Customer in writing without delay, but no later than three (3) working days after arrival of the goods at the Customer's premises. The recognisable defect shall be noted on the transport documents. Hidden defects shall be notified in writing immediately after their discovery. The notice of defect must adequately describe and substantiate the defect. Failure to give notice of defects in due time and in the proper manner shall exclude any warranty claim on the part of the customer.

10.2 A proper notice of defect includes at least: sending in (one) of the rejected rolls and inserts of all rejected rolls. If the goods have already been processed, sections showing the defect must be sent in.

10.3 If there is a defect for which we are responsible, we shall remedy it by subsequent performance. If the defect concerns only part of the delivery, the entire delivery shall not be defective, provided that the remainder can be reasonably used by the buyer.

10.4 If the supplementary performance fails, the customer has the right to withdraw from the contract or to reduce the price of the defective goods. Withdrawal is excluded in the case of minor defects.

10.5 The warranty rights and rights to compensation for damages shall become statute-barred within 1 year of delivery. § 478 BGB (recourse in case of sale of consumer goods) remains unaffected.

## 11. Liability

11.1 We shall be liable without limitation for damages in the event of injury to life, limb and health, the Product Liability Act and for intentional or grossly negligent breaches of duty. In the case of breaches of duty caused by slight negligence, we shall only be liable for the foreseeable and typical damage.

11.2 The limitation of liability also applies to our legal representatives and vicarious agents.

## 12. Retention of Title

12.1 All goods are delivered by us subject to retention of title.

a. If the legal institution of the extended ("verlängert") reservation of title is recognised in the customer's country, the following shall apply:

The customer is entitled to sell the goods subject to retention of title in the ordinary course of business. In return, the customer assigns to us his claim from the resale. The customer remains entitled to collect the claim assigned to us. In the event of our revocation, which is permissible at any time, the customer shall inform his customers of the assignment to us.

b. If the legal institution of the expanded ("erweitert") retention of title is recognised in the customer's country, the following shall apply:

The retention of title shall remain in force until all claims arising from the business relationship have been fulfilled. If the value of the securities existing for us exceeds the secured claims by more than 10% in total, we are obliged to release securities of our choice at the request of the customer.

12.2 We are entitled to terminate the relevant (individual) contract and to take back the reserved goods if the customer does not fulfil his contractual obligations.

12.3 The customer is obliged to treat the reserved goods with care as long as ownership has not yet passed to him. In addition, he is obliged to insure the goods subject to retention of title at his own expense, in particular but not limited to, against fire, theft and water damage, sufficiently at replacement value. Claims against the insurance company arising from damage to the goods subject to retention of title are hereby assigned to us in the amount of the value of the goods subject to retention of title.

12.4 The customer is obliged to inform us immediately in writing if the goods subject to retention of title are seized or exposed to other encroachments by third parties. If the third party removes or exploits the goods subject to retention of title, the customer shall be liable for the damage incurred by us.

## 13. Place of Performance; Place of Jurisdiction; Applicable Law

13.1 The place of performance for all contractual obligations is the registered office of our company. The exclusive place of jurisdiction for all disputes is Gummersbach, Germany. The same applies if the customer has no general place of jurisdiction in Germany. However, we are also entitled to sue the customer at his general place of jurisdiction.

13.2 All legal relations between the customer and us shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

## 14. Changes to the Terms and Conditions; Severability Clause; Data Protection

14.1 We are entitled to adapt and amend our GTC at any time. The customer will be notified of the changes electronically (e.g., in the merchant portal or by email). The customer has the option to object to the amended GTC. If the customer makes new orders after notification of the amended GTC or does not object in due time, the GTC shall be deemed accepted by the customer.

14.2 In the event that single provisions of the contract are invalid, the remaining provisions shall remain in full force and effect.

14.3 Information on data protection can be found here: [www.indesfuggerhaus.de/dse](http://www.indesfuggerhaus.de/dse)

**Note:** This is a translation of the German version. If there are any discrepancies or deviations, the German version shall prevail.

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