

1. General

(1) Deliveries and services shall be rendered exclusively according to these Terms & Conditions of Sale and Delivery, insofar as no provisions from individual agreements state otherwise. Differing conditions and verbal agreements shall be subject to prior written confirmation. Conditions that contradict or differ to these Terms & Conditions of Sale and Delivery, regardless of whether they refer to the scope of orders, order confirmation, specifications or similar documents of the customer, shall neither be recognised nor deemed as binding, even if their incorporation has not been expressly contradicted.

(2) These Terms & Conditions of Sale and Delivery shall apply exclusively to enterprises, legal persons or special funds under public law (Section 14, 310 of the German Civil Code).

2. Offer / Prices / Delivery

(1) Our offers are deemed as non-binding. Our written order confirmation shall be deemed as solely binding for the scope of delivery and service obligations. Verbal agreements shall always be subject to written confirmation.

(2) Our prices are net plus value added tax. The latter shall be itemised separately on the invoice at the current rate on the day of billing.

(3) Unless otherwise agreed, delivery shall generally be FCA Giengen, INCOTERMS 2010.

(4) Deliveries of up to 10% more or less of the agreed quantity shall be permissible. Packaging shall be billed at cost and is non-returnable. The weights or units established by us on loading shall be binding. Even in case of free delivery, the risk of shipping good shall be borne by the recipient.

(5) Unforeseeable reasons – damage due to acts of God, strikes, lockouts, shortage of raw material and power through no fault of the supplier, official measures etc. – shall release us from the obligation of punctual delivery. Events affecting our suppliers or production facilities, from which our suppliers procure the material required for their production, shall be deemed in the same light as if they had affected us.

(6) Should unforeseeable price changes be caused by procurement difficulties or other events as listed, among other, in section (5) in the procurement of raw, auxiliary and operating materials required for the production and sale of our products and other services, we shall be entitled to add these increased costs to the agreed prices; our prices are non-binding to this extent. Measures of a fiscal or customs nature, which lie between sale and delivery, shall always be borne by the customer. In case of non-observance of stipulated purchase dates or payment terms we shall be entitled to withdraw from the contract without prior notice with no prejudice to any claims for damage.

3. Payment terms / Payment / Retention of Title

(1) Unless agreed otherwise, the purchase price shall be payable within 10 days of the billing date without deduction.

(2) Payment shall only have a debt-discharging effect to our account and not to third parties. We shall not be obliged to render further deliveries from further orders placed prior to payment of due invoiced amounts.

(3) We shall remain owner of the delivered goods until full rendering of all, also future due payments arising from the business association and redemption of all bills of exchanges – also promissory notes – and cheques.

The customer shall insure the goods subject to retention of title against the usual risks such as fire, theft and water in the customary scope. The customer shall herewith assign us his right to claim damage from insurance companies or other third parties obliged to render compensation for damage of the aforementioned nature to the amount of the invoice value. We accept said assignment.

(4) If the customer combines, mixes or processes goods subject to retention of title into a new movable object, it shall be effected without obligation for us. In case of processing, combining, mixing or blending the goods subject to retention with other goods that do not belong us, we shall be entitled to co-ownership of the new object proportionate to value of the goods subject to retention in relation to the remaining processed goods at the time of processing, combining, mixing or blending. If the customer acquires sole ownership of the new object, the contracting parties are agreed that the customer shall grant us co-ownership of the new object proportionate to the value of processed, combined, mixed or blended goods subject to retention.

(5) The customer shall be entitled to sell the goods subject to retention or products manufactured from them in the ordinary course of business. The customer now already assigns to us all claims on his customers arising from the sale of goods or products manufactured from them as security until full payment of his purchase price, the amount being equivalent to the invoice value of the goods subject to retention contained in the sold product. The seller accepts assignment herewith.

(6) As long as right of retention applies, the customer may neither transfer nor pledge the goods or products manufactured from them as security. If the goods or products manufactured from them are seized or confiscated, the customer shall immediately notify us of such in writing.

(7) If the security arising from basic, advanced or extended right of retention exceeds the claims to be secured by 20%, in individual cases we shall release fully paid deliveries at our discretion.

(8) Assertion of rights of retention and declaration of set-off in relation to our purchase price claim shall only be possible in case of undisputed and/or legally established claims. These rights are otherwise excluded.

4. Complaints / Liability / Warranty

(1) The customer must immediately inspect the goods on receipt/delivery (examination obligation). Obvious defects must be notified to us at once, at the latest within eight days. Concealed defects must be notified to us at once, at the latest within eight days of their discovery. Warranty claims shall be excluded overall in case of omission to examine goods and notification of defects according the above provision, thus constituting a breach of this obligation; the goods shall be deemed approved as agreed. Section 377 of the German Commercial Code thus applies respectively.

(2) Sole basis for the quality of the deliveries shall be our technical specifications, unless expressly agreed otherwise. We accept no responsibility for the suitability of the goods for the customer's specific intended purpose, unless the latter was agreed by mutual consent by the parties in advance and agreed in writing as part of the specifications.

(3) In case of notice of defects – the customer pledges to allow us to view, examine and/or test the defective goods.

(4) The customer shall only be entitled to withdrawal or reduction if the remedy or subsequent fulfilment in the individual case is wilfully neglected within the preceding reasonable period of grace or remains unsuccessful despite two attempts.

(5) Liability for material and complications shall also be excluded if the customer fails to warehouse the goods properly, deploys them contrary to their nature and use or has failed to notify us of changed application conditions.

(6) Our liability is excluded except (i) in case of injury to life, limb, health (ii) in case of breach of a cardinal contractual obligation (such as one, which we specifically wish to impose according to the content and purpose of the contract or whose fulfilment renders performance of the contract possible in the first place and compliance with which the customer may normally expect and is entitled to do so), (iii) in case of mandatory liability pursuant to the Product Liability Act and/or (iv) insofar as we are guilty of wilful intent or gross negligence.

5. Place of fulfilment/jurisdiction

(1) Place of fulfilment and jurisdiction is our registered office for both contracting parties. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Sales Convention. The contract language is German.

6. Final provision

(1) Should a provision of our GTCs be ineffective or void, the effectiveness of the remaining provisions shall not be affected. Instead of an ineffective provision, the respective provision of the "Standard Terms and Conditions of the German Textile Industry" in the version of 01.01.2020 shall apply.

(2) We advise you that we will save data pertaining to you according to the applicable General Data Protection Regulation and the Federal Data Protection Act (BDSG) for the purpose of order processing, which we shall not disclose to third parties, unless otherwise permitted or prescribed by the Federal Data Protection Act or other statutory legislation.

Giengen, 27.07.2020