

GENERAL SALES AND DELIVERY CONDITIONS (abbreviation: GSDC)

PLEASE NOTE: THE ORIGINAL CONDITIONS ARE IN GERMAN LANGUAGE; THIS IS A FREE TRANSLATION

- 1 a Our GSDC is valid for all contracts, except it is changed, limited or extended by a written agreement. Our commitment to different terms of the buyer only exist, if it is confirmed in writing by us.

b *An order is valid, only after our written confirmation. If we do not receive a contradiction in the following 3 days, or after receiving of our goods, the order is accepted by the buyer.*
- 2 Concerning the delivery terms and all matters involved, like transport costs, transport risks, transfer of risk and all matters of buyers/sellers obligations, our delivery conditions on the invoice shall be valid. It is understood and agreed, that the delivery conditions are according to INCOTERMS 1953, revision 1976, and according to the rules of the chamber of commerce in Paris.
- 3 a We are entitled to make part deliveries. The delivery date is at our discretion, if there is no written fixed date confirmed by us. If we despatch the goods on the last day of the agreed delivery time and delivery conditions, we kept the fixed delivery date. In case of a delivery delay, you will grant us a period of 4 weeks to send the goods, confirmed by a registered letter form the buyer.

b *If a delivery is not possible by force majeure, e.g. war, strike, fire, etc. or restrictions by a government, we have the right to extend the delivery time for the period of this occurrence. If the supply is delayed more then 8 weeks or even impossible, because of this or other matters, we reserve the right to withdraw from this contract or parts of it.*

c *The buyer has the right to withdraw from the contract, if he cannot accept a delay which is beyond our responsibility and longer then 8 weeks.*
- 4 For successive supplies or contracts for specified goods, the buyer has to confirm all data, delivery schedules and specifications we issued in the order confirmation. The information about the specifications must be made by the buyer in such a period of time, that we can supply according to the delivery schedule or, if there is no schedule, our supply will be latest 12 month after signing the contract. At a lack of this information, we reserve the right to withdraw from the contract or parts of it, and are entitled to full compensation plus a payment for cancellation, which is 15% of the goods value.
- 5 a We reserve the right to increase prices, if there is a significant changes in parts of our price calculation, like costs of freight, wages, bank interests, taxes, government charges, etc. Prices issued on the invoice, are the ones which are valid on the day of despatch or on the day the despatch is announced.

b The payment of our invoice is subject to the payment conditions on our order confirmation or invoice, date of invoice, without any deductions. Bank drafts and cheques will be accepted – if at all – only for provisional payment, whereas all charges or interests must be covered by the buyer. Any other agreement will be on the order confirmation.
- 6 a *Our place of business is for the buyer the place of payment. Payments are in time, if the arrive on the last day, the payment is due. For delayed payments the buyer will be charged the current interest rate of the bank or Austrian National Bank, plus 5% per ann., minimum however is 6% per ann., including all related costs.*

If it is a mutual enterprise business, in case of delay the interest rate amounts to 11,19%.

- b Incoming payments are to our discretion, even so there are more than one open invoices, in which order and to what amount we will accept it as payment for capital, interest rates and charges of payment recoveries by court order or extra-judicial. The buyer cannot compensate by a counter-claim.

7 *Our agents and service-operators are not entitled to accept payments, to negotiate agreements, to change the GSDC, to settle a composition and to grant a discount.*

8 *If the buyer has problems to take on goods or in compliance with the contract or with his capital or with payments or there is a pending settlement, execution, letter of respite or insolvency, we are - after having supplied goods and granting a delay in payment and subject to all other demands - entitled to claim all invoices at the due date, to withdraw from all other contracts and besides full compensation to a cancellation charge of 15 % of the value of the lost orders. If the contract is not cancelled, we are entitled to stop the supply and demand advance payment, even for open orders, until the buyer has settled all open issues.*

9 *A cancellation of order must have our written agreement. At a cancellation we are entitled for a full compensation and a cancellation charge of 15 % of the value of the lost order.*

10 a *The supplied goods stay our property and the buyer has to take care for it, until the buyer fulfilled all requirements of the contract. We reserve the right, that the buyer has to take an adequate insurance – especially against fire and theft - for this goods. The buyer guarantees for all current and future business, that the beneficiary of such an insurance is our company. If we claim our proprietary right and take the delivered goods back, the reimbursement for it can be the invoiced price, but is subject to losses through damage, going out of fashion, general price decreases, etc.*

b *The buyer is permitted to use the goods which are under reservation and still our property, as long as the business relationship runs under normal conditions. This permission is withdrawn as soon as one of the circumstances under point 8 is relevant, which must be reported to us by registered letter.*

c *It is not permitted to use goods under reservation as deposit or security. If the goods get confiscated or pledged, we have to be informed immediately by registered letter.*

d *The buyer will inform us in all details about every change in status of the goods in reservation (sale, manufacturing, etc.)*

e *If the goods in reservation are manufactured or combined with other goods, it is still our property or the appropriate part of it.*

f *In case of a sale of the goods in reservation or parts of it, the buyer provides as a security the transfer of all obligations out of this sale, as well as the transfer of the agreed price with his customer, to us. The transfer covers the value of our goods in reservation. This clause is valid with the take over of our goods.*

g *If the value of the security exceeds our charge by more than 20%, we are by the request of the buyer obliged, to return to our discretion the exceeded security.*

h *An agreement of the buyer with a third party, that charges cannot or only with the agreement of a third party be transferred, are not allowed and not accepted by us.*

i *If the buyer performs to the contract, he is entitled to all charges against his customers. We reserve*

the right, to demand from the buyer, to inform his customers by registered letter that his charges are transferred to us and all payments must be made to us.

j If the buyer does not comply with the clauses of point 10, we are entitled to implement the demands of point 8.

11 a For defects in our supplies, as the non compliance with our specifications, we are only liable to the buyer. The guarantee does not cover the normal wear (loss), damage from wrong or not correct usage, wrong or negligent handling (or storage). We are not liable for deviations in colour, fabric width, weight, finishing, pattern or in the raw material, which are in the usual range of the textile standard.

b The buyer is liable to check the goods immediately on receipt. We can only accept claims of defects, found before the goods are used (transferred or manufactured). Apparent defects must be reported by registered letter, in the first 15 days, hidden defects after detection but latest after 6 month of receipt of the goods.

c The buyer cannot put in a claim for a complete delivery, if only a part of the goods have a defect. A return of defect goods must have our agreement.

d If there is a claim for defects, the goods have not to be used, until we have the opportunity to check. We must get an appropriate proof for a defect.

e It is generally not possible to cancel the contract or reduce the price.

f We reserve the right, to refuse a compensation, if the buyer has not met the liabilities of the contract.

g If a complaint, made in time and in the correct way, is accepted by us, we will carry out this matter according to the regulations of the ALLGEMEINEN BÜRGERLICHEN GESETZBUCH (§§ 932 ff ABGB).

12 *There is no compensation for a consequential defect or a defect by negligence.*

13 The Austrian law is valid for a litigation between the buyer and our company. The plaintiff can choose the arbitration committee to settle a difference or dispute. The jurisdiction is IRDNING respectively LEOBEN, AUSTRIA:

14 *Even so, there are amendments in the GSDC, all other parts are still valid.*