

General Terms and Conditions

1. Offer and acceptance of orders

The offer and acceptance of orders are based on the following sales and delivery conditions. The validity of conflicting conditions of the buyer is **expressly excluded**. They only apply if they are expressly acknowledged by us in writing. Supplier association conditions are also not valid without an express individual agreement. All offers are non-binding and free of charge. We reserve the right to make technical changes as well as changes in shape, color and/or weight within reason. Acceptance of orders is only legally binding if confirmed by us in writing. Acceptance of our service constitutes recognition of our conditions even if the buyer confirms our delivery with different conditions.

2. Delivery

Delivery is made at the buyer's expense and risk uninsured from the place of dispatch or by making it available from the warehouse unless otherwise agreed in writing. Agreeing on delivery dates is fundamentally excluded. Exceptions require our written consent. Even in these cases, delivery difficulties that occur with us or our suppliers, be it due to force majeure, official measures, operational disruptions, interruption of the supply of raw materials or for other reasons for which we are not responsible, entitle us to claim a reasonable subsequent delivery period that is at least the duration of the delivery period. Delivery difficulty corresponds, but is a maximum of 8 weeks. In this case, both sides have the right to withdraw from the contract after the deadline has expired. However, the buyer is obliged to notify us of the exercise of the right of withdrawal at least 14 days in advance by registered letter. In these cases, the buyer's claims for replacement delivery or damages due to non-performance are excluded. The risk passes to the buyer when the delivery leaves the warehouse or is made available to the buyer.

3. Empty Packaging

The packaging material (boxes, cartons, tubes, etc.) remains our property. The buyer is required to treat the item with care. The packaging material must be returned to the delivery factory in perfect condition within 3 months, freight paid. If we have not received it again after 3 months, it is assumed that the buyer wants to purchase it, so we will

charge the packaging material at cost. Our claim in this regard is due immediately.

4. Pricing and Payment

All prices stated are non-binding. Even after the contract has been concluded, we are entitled to charge surcharges if parts of the price calculation have changed. In addition to all kinds of fees, this includes public charges, taxes and customs duties, freight surcharges, list price increases from our suppliers and the like. If the above-mentioned conditions are met, which lead to a new increased price calculation, the increased price is deemed to be agreed at the time of delivery. Payment of the purchase price must be made regularly without deductions in EUR or the currency issued on the invoice. Cash discounts, rebates and payment terms require special agreements and are shown separately on the invoices. The buyer can only offset our claims or assert a right of retention if the counterclaim is undisputed or legally established. We reserve the right to accept acceptances of bills of exchange in each individual case. In any case, they will only be accepted as payment. Bills of exchange and checks are only considered payment once they have been cashed. When the invoice falls due, the buyer is in default without a reminder. If the buyer protests a bill of exchange or if a check is not cashed or if he is in arrears with a due claim for more than 10 days, all claims arising from the business relationship become due immediately. In the event of late payment, interest of at least 5% above the current discount rate of the Deutsche Bundesbank is due on the outstanding amount, subject to further rights. If the buyer does not pay within a reasonable period of time to be set with the reminder despite the claim being due and a reminder from the seller, the seller is entitled, without prejudice to the rights arising from the delay, to withdraw from the contract without the need to set a further deadline. Even without withdrawing from the contract, we can demand the return of the goods.

In the case of partial or successive delivery transactions, we are also entitled, at our discretion, to subsequently demand advance payments for the outstanding deliveries or sufficient securities if the buyer is in default with payment for previous deliveries. The seller is also entitled to the above rights if serious doubts arise about the customer's ability to pay. Payments are always credited in accordance with §§ 366/367 BGB.

5. Retention of title

The delivered goods remain our property until all of our claims within the scope of the business relationship have been paid in full, including all additional claims (if payment is made by check or bill of exchange until they are redeemed) and, if applicable, until all of our claims from a current account relationship existing with the buyer have been paid off. However, the buyer can sell or further process the goods as part of normal business operations. When the delivered goods are treated or processed, the treated or processed item becomes our property, in deviation from Section 950 of the German Civil Code (BGB). If a new item is produced from the goods delivered by us together with goods delivered by a third party under retention of title, we are entitled to co-ownership of this new item within the meaning of Section 947 of the German Civil Code (BGB) until all claims against the buyer have been paid in full. The same applies in the event that the goods we deliver are mixed. The buyer will store the goods that are our property as security for us free of charge. The buyer is obliged to adequately insure these goods against fire and theft. Any claims to insurance benefits to which he may be entitled are hereby assigned to us in advance to the extent that they relate to the goods owned by us. The buyer is not entitled to pledge the goods delivered by us or to which we own or co-own according to the above conditions to third parties or to assign them as security without our consent. The buyer may sell the goods owned or co-owned by us in the normal course of business and at a reasonable price for us and at the same time assigns to us in advance any claims against his buyer. No further agreement is required for the transfer of these claims to us; The assigned claims are determined based on the buyer's customer accounts and his business correspondence, his storage and production records.

Upon request, the buyer is obliged to provide us with a precise list of the assigned claims, stating the third-party debtors, the amount of the individual claims, invoice date, etc., or to convert these silent assignments into open ones at our request. The buyer is also obliged to provide precise information about the creditworthiness of the third-party debtors upon our request. We are entitled, at our discretion, to demand payment to us from the third-party debtors and undertake to immediately reimburse the buyer or co-owner (see §§ 947/948 BGB) for any amounts that exceed our claims. As long as the buyer regularly meets the

payment deadline, he is free to collect the claims transferred to us in his own name. This does not affect our authority to collect. However, in the event that the target is exceeded or a significant deterioration in his financial situation, the buyer is obliged, upon our request, to send a list of all claims against his customers to which we are entitled immediately, at the latest within 3 days, in order to leave the collection of these claims to us. The buyer irrevocably authorizes us to notify his customers of the transfer of claims at any time and to collect the claims. Our right of ownership also applies to the freight forwarder to whom the goods are handed over by us, the buyer or third parties.

If, according to the above provisions, the value of the goods remaining in our ownership or transferred to our ownership or the claims against the buyer's customers assigned to us as security exceeds the amount of our claim against the buyer by more than 20%, the buyer has the right to release of the claims exceeding this amount that have been transferred as security or corresponding partial stocks of the goods that are our security property.

In this case, he must provide us with a complete list of the inventory of goods that we own or co-own and that are stored for us in his premises and the claims we are entitled to against his customers and, upon request, provide us with information about the payment relationships of the debtors of these claims. The decision. We are entitled to decide which security interests are to be released. If the buyer exceeds the payment deadline or if his financial circumstances deteriorate significantly or if he violates one of the obligations arising from the agreed retention of title, the entire remaining debt becomes due immediately. In these cases, we are entitled to retrieve the goods that we own without this being seen as a withdrawal from the contract. The buyer has no right to possession. In this case, we are entitled to make the best possible use of the delivered goods for the buyer. Withdrawal from the contract only occurs as soon as we notify the buyer that the returned goods will be used for another purpose and that we have issued a credit note for this. Access by third parties to goods subject to our retention of title or claims to which we are entitled must be reported to us immediately. The buyer must also inform us if an application has been made to open a settlement or insolvency against his assets or if such proceedings have been opened.

6. Notifications of defects

Complaints must be reported to us in writing no later than 2 weeks after receipt of the goods. Once the delivered goods have been cut or otherwise processed, any complaints are excluded. No complaints may be made about customary or minor technically unavoidable deviations in quality, color, width, weight, equipment or design. We cannot assume any liability for absolutely uniform dyeing of the goods at the customer's premises. When delivering dyed goods, certain irregularities in color are possible. The degree of fastness of the color cannot be guaranteed unless otherwise agreed. Complaints must be made by submitting receipts, samples, packing slips, box information, etc. In any case, the right to complain expires 8 weeks after receipt of the goods. We will initially provide warranty for defects in the goods, at our discretion, through repair or replacement delivery within 14 days of receipt of the goods. Returns of all kinds must always be made freight prepaid. If supplementary performance fails, the customer can, at his discretion, request a reduction in the remuneration (reduction) or cancellation of the contract (withdrawal). If there is only a minor breach of contract, in particular if there are only minor defects, the customer does not have the right to withdraw from the contract.

The customer bears the full burden of proof for all claims requirements, in particular for defects themselves, for the time at which the defect was discovered and for the timeliness of the complaint. If the customer chooses to withdraw from the contract due to a legal or material defect after subsequent fulfillment has failed, he or she is not entitled to any claim for damages due to the defect. The compensation is limited to the difference between the purchase price and the value of the defective item. This does not apply if we caused the breach of contract fraudulently. The warranty period is 1 year from delivery of the goods. In principle, only the manufacturer's product description is deemed to be agreed as to the quality of the goods. Public statements, praise or advertising by the manufacturer do not represent the contractual quality of the goods. Our obligations arising from a complaint of defects are suspended as long as the buyer withholds any payment due.

7. Classification

If the buyer places an order without explaining before completion how the delivery is to be divided, it must be accepted at approximately equal monthly intervals over the delivery period. If the buyer has

reserved the right to make a division at the time of closing, he must state this within 2 weeks of a written request from us or within a period to be agreed with us. Our obligation to deliver only exists once the allocation has been accepted by us in writing. If the buyer does not give the desired division in a timely manner, we are entitled to carry out the division ourselves according to the above-mentioned aspects or to withdraw from the contract or to demand compensation for non-fulfillment. If there are several contracts, the deliveries will be counted towards the oldest contract in case of doubt.

8. Trademarks

If we deliver items marked with a trademark, these items may only be used in connection with the products manufactured by the buyer with our separate consent or with the written consent of the trademark owner.

9. Third party intellectual property rights

If deliveries are made based on drawings or other information provided by the buyer and third-party property rights are violated as a result, the buyer releases us from all third-party claims; In this case we are not obliged to fulfill the contract, but are entitled to demand reimbursement of the costs incurred so far.

10. Copyright in Business Documents

We reserve ownership rights and copyrights to cost estimates, drawings and other documents in the offer. They may not be made accessible to third parties. They must be returned to us immediately upon request or if the order is not placed.

11. BISFA and INCOTERMS

In addition to our conditions, the BISFA regulations of the International Association for Man-Made Fiber Standards are decisive for the fulfillment of the purchase contracts and for any inspection. Standard commercial formulas such as fob, cif etc. apply in accordance with the INCOTERMS of the International Chamber of Commerce in the version at the time of conclusion of the contract.

12. Applicable law, place of performance and place of jurisdiction

The law of the Federal Republic of Germany. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply. The place of performance is Radevormwald and the

place of jurisdiction is the Wipperfürth district court or Cologne regional court for all claims arising from the contractual relationship.

13. Data processing

By accepting the order confirmation, the buyer consents to the processing of personal data arising in connection with the business relationship in our

electronic data processing. 14. Final provisions If a provision of these sales and delivery conditions is ineffective or void, we agree with the buyer that, in case of doubt, the partial invalidity or ineffectiveness does not extend to the entire payment and delivery conditions.

As of January 1, 2011