

General Terms and Sales Conditions Taubert Textil GmbH

Based on the German Textile Industry

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§ 1 Scope

1. These Standard Terms and Conditions apply exclusively between merchants.
2. The following Standard Terms and Conditions of the Taubert Textil GmbH apply exclusively to all deliveries and services provided by the Seller. The Seller does not recognize the Buyer's general terms and conditions unless the Seller has expressly agreed to their validity in writing.

§ 2 Place of Performance, Delivery, and Acceptance

1. The place of performance for all services arising from the delivery contract is the location of the Seller's commercial establishment.
2. Delivery of the goods shall be EXW within Germany. The Buyer bears these shipping costs. The Buyer may designate the freight carrier. The goods must be shipped uninsured. A shipping notification may be agreed upon.
3. Packaging costs for special packaging shall be borne by the Buyer.
4. Sorted and combinations sale-ready partial shipments must be made promptly and must be announced in advance. Unsorted shipments are only permissible with the Buyer's consent.
5. If acceptance does not occur on time due to the Buyer's fault, the Seller shall have the right, at its discretion, after expiry of a grace period of 12 calendar days, to either invoice the goods with immediate due date (arrears invoice), withdraw from the contract, or demand compensation.

§ 3 Place of Jurisdiction

The place of jurisdiction is the Seller's place of business, 85356 Freising, Germany

§ 4 Contract Content

1. The goods will be delivered on specific dates (working days or a specific calendar week). All sales are only concluded for specific quantities, items, qualities, and fixed prices. Both parties are bound by these terms. Commission transactions are not accepted.
2. Block orders are permitted and must be limited to a specific period upon conclusion of the contract. The acceptance period may not exceed six months.

§ 5 Interruption of Delivery

1. In the event of force majeure, industrial action for which one of the contracting parties is not responsible, and other operational disruptions for which the other party is not responsible that have lasted or are expected to last longer than one week, the delivery or acceptance period shall be automatically extended by the duration of the disruption, but for a maximum of five weeks. The extension shall only take effect if the other party is immediately informed of the reason for the disruption as soon as it becomes apparent that the delivery or acceptance period cannot be met.
2. If, in the cases specified in clause 1, delivery or acceptance does not occur within the extended delivery or acceptance period, the other contracting party may withdraw from the contract after expiry of a grace period of 12 calendar days to be set.
3. Claims for damages are excluded in the cases specified in clause 1 if the respective contracting party has fulfilled its obligations under clause 1.

§ 6 Extended Delivery Period

1. After the expiration of the delivery period, a subsequent delivery period of 21 calendar days will commence without notice. After this period, the Buyer may withdraw from the contract by written notice.
2. Before the expiration of the extended delivery period, the Buyer's claims for late delivery are excluded, unless § 8, clauses 2 and 3, apply.

§ 7 Notice of Defects

1. Notices of obvious defects must be sent to the Seller no later than 7 calendar days after receipt of the goods. Hidden defects must be reported to the Seller immediately upon discovery.
2. Any complaints about defects are excluded once the delivered goods have been cut or otherwise processed.
3. Minor, technically unavoidable deviations in quality, color, width, weight, finish, or design do not constitute a material defect. This also applies to deviations customary in the trade, unless the Seller has declared in writing that the delivery conforms to the sample.
4. If a legitimate claim for defects is made, the Buyer has the right to have the defect rectified or to receive defect-free replacement goods within 21 calendar days of receiving the goods back, at the Seller's discretion. In this case, the Seller pays the freight costs. If the subsequent performance fails, the Buyer is only entitled to reduce the purchase price or withdraw from the contract, unless § 8, paragraphs 2 and 3 apply.
5. If the notification of defects is not made within the specified time limit, the goods shall be deemed accepted.

§ 8 Damages

1. Damage claims by the Buyer are excluded, unless otherwise regulated in these terms and conditions.
2. The exclusion in clause 1 does not apply to liability under the Product Liability Act, in cases of intent, gross negligence on the part of owners, legal representatives, and executive employees, in cases of fraudulent intent, in cases of non-compliance with an assumed guarantee, in cases of culpable injury to life, body, or health, or in cases of culpable breach of essential contractual obligations; essential contractual obligations are those whose fulfillment characterizes the contract and upon which the Buyer may rely. However, a claim for damages due to the breach of essential contractual obligations is limited to the typical and foreseeable damage, unless another case specified in sentence 1 applies.
3. A change in the burden of proof to the detriment of the Buyer is not associated with the above regulations.

§ 9 Payment

1. The invoice will be issued on the date of delivery or availability of the goods. Postponement of the due date (valuation) is generally excluded.

2. Invoices are payable:

Within 10 days net of the invoice date.

From the 11th day, default occurs according to § 286 Paragraph 2 No. 1 of the German Civil Code (BGB).

§ 10 Payment After Due Date

1. For payments after the due date, interest of 9 percentage points above the respective base interest rate within the meaning of § 247 of the German Civil Code (BGB) shall be charged. Otherwise, § 288 of the German Civil Code (BGB) shall apply.
2. The Seller is not obligated to make any further deliveries under current supply contracts until all invoice amounts due, including interest, have been paid in full. The Seller reserves the right to assert claims for damages due to default.
3. In the event of a significant deterioration in financial circumstances, e.g. imminent insolvency or default in payment, the Seller may refuse to perform its obligations under all delivery contracts based on the same legal relationship or withdraw from these delivery contracts after setting a grace period of 12 calendar days. Otherwise, § 321 BGB applies. § Section 119 InsO remains unaffected.

§ 11 Offsetting and Retention

The offsetting and retention of due invoice amounts is only permitted with undisputed or legally established claims, insofar as these are not claims for damages that are closely related to the Buyer's claim for defect-free fulfillment of the contract.

§ 12 Retention of Title

1. the goods shall remain the property of the Seller until full payment of all claims arising from deliveries of goods from the entire business relationship, including ancillary claims, claims for damages and redemption of checks and bills of exchange. The retention of title shall remain in force even if individual claims of the Seller are included in a current account and the balance is drawn and recognized.

2. if the reserved goods are combined, mixed or processed by the Buyer to form a new movable item, this shall be done on behalf of the Seller without the Seller being obligated as a result. By combining, mixing or processing, the Buyer does not acquire ownership of the new item in accordance with §§ 947 ff. BGB to the new item. In the event of combination, mixing or processing with items not belonging to the Seller, the Seller shall acquire co-ownership of the new item in the ratio of the invoice value of its reserved goods to the total value.

3. if a central settlement agent is involved in the business transaction between the Seller and the Buyer, who assumes the del credere, the Seller shall transfer ownership upon dispatch of the goods to the central settlement agent subject to the condition precedent of payment of the purchase price by the central settlement agent.

4) The Buyer is only entitled to resell or process the goods subject to retention of title under the following conditions:

a) The Buyer may only sell or process the reserved goods in the ordinary course of business, provided that his financial circumstances do not subsequently deteriorate significantly.

b) The Buyer hereby assigns the claim with all ancillary rights from the resale of the reserved goods - including any balance claims - to the Seller. The Seller accepts this assignment.

c) If the goods have been combined, mixed or processed and the Seller has acquired co-ownership in the amount of its invoice value, it shall be entitled to the purchase price claim in proportion to the value of its rights to the goods.

d) If the Buyer has sold the claim within the framework of genuine factoring, the Buyer shall assign the claim against the factor taking its place to the Seller and shall forward its sales proceeds to the Seller in proportion to the value of the Seller's rights to the goods. The Buyer is obliged to disclose the assignment to the factor if he is more than 10 days overdue with the payment of an invoice or if his financial circumstances deteriorate significantly. The Seller accepts this assignment.

e) The Buyer is authorized to collect the assigned claims as long as he meets his payment obligations. The authorization to collect shall expire in the event of default of payment by the Buyer or in the event of a significant deterioration in the Buyer's financial circumstances. In this case, the Seller is hereby authorized by the Buyer to inform the customers of the assignment and to collect the claims himself. In order to assert the assigned claims, the Buyer must provide the necessary information and allow this information to be checked. In particular, he must provide the Seller on request with a precise list of the claims to which he is entitled, including the names and addresses of the customers, the amount of the individual claims, invoice date, etc.

5. If the value of the security existing for the Seller exceeds the Seller's total claims by more than 10%, the Seller shall be obliged to release securities of his choice at the Buyer's request.

6. pledging or transfer by way of security of the reserved goods or the assigned claims is not permitted. The Seller must be informed immediately of any seizure, stating the name of the seizing creditor.

7. if the Seller takes back the delivery item in exercising his right of retention of title, this shall not automatically constitute a withdrawal from the contract. The Seller may satisfy his claims from the repossessed goods subject to retention of title by private sale.

8. the Buyer shall store the reserved goods for the Seller free of charge. He shall insure them against the usual risks, such as fire, theft and water, to the customary extent. The Buyer hereby assigns to the Seller its claims for compensation to which it is entitled against insurance companies or other parties liable for compensation arising from damage of the above-mentioned type, in the amount of the invoice value of the goods. The Seller accepts the assignment.

9. all claims as well as rights arising from the retention of title to all special forms specified in these terms and conditions shall remain in force until full release from contingent liabilities (check/bill of exchange) which the Seller has entered into in the interest of the Buyer. In the case of sentence 1, the Buyer is generally permitted to engage in factoring for his outstanding accounts.

§ 13 Applicable Law

The law of the Federal Republic of Germany applies. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, is excluded.