

Terms and conditions of delivery and payment of company Mütze Textilband GmbH, Sachsenberger Straße 3, 35066 Frankenberg

§ 1 Place of performance

Place of performance for all services resulting from the delivery contract is the place of commercial settlement of the seller.

§ 2 Place of jurisdiction

Insofar as allowed by law the district court of Frankenberg (Eder) shall be exclusive place of jurisdiction for all disputes arising directly or indirectly from the relation of contract.

§ 3 Contents of contract

1. Any sales only will be concluded for determined delivery dates, articles and qualities. Both parties are bound hereto.
2. Block orders however are allowed. These can be regulated by carrying out regulations.
3. New arrangements within the scope of the placed order only are allowed in mutual agreement. Further details can be regulated in carrying out regulations. Beyond it a cancellation of orders will not be carried out.

§ 4 Delivery

1. The delivery of the merchandise shall be effected ex works. The freight charges shall be borne by the buyer.
2. In case of delivery ex outside stock the freight will be invoiced ex works, a lump sum surcharge for stock expenses can be invoiced instead.
3. For despatch by train freight carriage, resp. area cartage from works to train station will not be invoiced. Buyers who have their place of commercial settlement at the place of the seller do not pay any transport charges, also the transport costs from a stock to the buyer at the place of the stock will be not be invoiced.
4. Packing only will be invoiced insofar despatch is carried out in boxes or if a special packing is requested by the buyer. In case of return carriage paid of the boxes in usable condition within 2 months the value charged for it will be recredited to the buyer. In case of rent cases the buyer will pay the freight charges, the seller the rent charges.
5. Unsorted part deliveries are only allowed with consent of the buyer.
6. The merchandise shall be despatched uninsured, if not agreed otherwise.
7. If as a fault of the buyer the acceptance shall not be effected in time, the seller has the right according to his choice after setting a date of 10 days either to issue an invoice or to withdraw from contract or to claim redemption.

§ 5 Disruption of the delivery

1. In case of act of God, industrial action, official action as well as those stoppages through no fault of one's own which took longer than 1 week or prospectively will take, the time of delivery resp. the date of taking over will be extended just like that by the duration of the interference, however by 5 weeks in addition to the time of the subsequent delivery at the most. The prolongation shall not come into force in case the other party is not being informed immediately of the reason of the interference, as soon as it is clear that the above dates cannot be kept.
2. In case the delivery resp. the taking over has not been effected in time the other party can withdraw from contract. However she must announce this at least 2 weeks before exercising the right to rescind the contract by registered mail or by fax.
3. In case the interference took longer than 5 weeks and the other party is not informed immediately upon request that delivery, resp. taking over will be effected in time, the other contracting party can immediately withdraw from contract.
4. Claims for indemnification are excluded in above cases.

§ 6 Delivery date for later delivery

1. After expiry of the delivery date a delivery date for later delivery of the time of the delivery date, however 18 days, at the most, will become valid. After expiry of the subsequent delivery date the withdrawal from contract is deemed as being effected under exclusion of claims for indemnification if the buyer does not request within further 14 days that the contract has to be fulfilled. However the supplier shall be free from the obligation to delivery after the expiry dated of subsequent delivery if he requests the buyer to declare within or after expiry of the delivery date for later delivery if he requires fulfillment of contract and he does not say something about that immediately. Fix business will not be transacted.
2. In case that the buyer intends to claim redemption because of non-fulfillment or to withdraw from contract, he has to fix the seller a deadline of 4 weeks for later delivery with the threat that after expiry of the date he denies fulfillment. The delivery date for later delivery will be counted from that date at which the information of the buyer is leaving by registered mail or by fax. These conditions also are valid in the case that the buyer requests fulfillment of the contract according to 1.2.
3. For stock merchandise ready for despatch the delivery date for later delivery is 5 days at the most. Apart from that the conditions of 1 and 2 are valid.
4. Before expiry of the delivery date for later delivery the claims of the buyer because of delayed delivery are excluded.

§ 7 Claim

1. Claims have to be sent to the seller within 2 weeks after receipt of the merchandise at the latest.
2. After cutting or otherwise start of processing of the supplied merchandise any claim is excluded.
3. Business type or slight deviations of quality, colour, width, the weight, the finish or the dessin which are technically unavoidable shall not be claimed.

4. In case for justified claims the seller has the right to demand for finishing touches or delivery of claim-free replacement merchandise within 20 days after re-receipt of the merchandise.
5. After expiry of the period stated in item 4 the legal regulations are valid.
6. In case of hidden defects the legal regulations are valid.

§ 8 Payment

1. The invoice is issued at the day of delivery, resp. the provision of the goods. A postpone of the expiry of the invoice (valuation) generally is excluded. In case an early delivery is justified in the sense of the contract partners, the carrying out regulations can stipulate exceptions from this regulation.
2. Invoices are payable within 30 days from date of issue of the invoice net.

§ 9 Late payment

1. In case of payment after the due date interest on arrears amounting to 8 % above the Central Bank discount will be invoiced.
2. Before total payment of due invoice amounts including interest on arrears the seller is not obliged to any further delivery from any current orders.
3. In case the buyer is in arrears with a due payment or if a considerable change for the worse of his financial circumstances arises the seller can require ready cash under leave of the payment date before delivery of the merchandise for deliveries still outstanding from any current contract.

§ 10 Method of payment

1. The payment has to be effected in cash, cheque transactions, bank-, giro transfer or post office giro cheque.
2. The setting off disputed counter demands and the withholding of due invoice amounts are inadmissible; this is not valid in case of seizure of payment of the seller. Other deductions (e. g. postage) are inadmissible.
3. Bills of exchange, insofar they are taken into payment, only are accepted against reimbursement of the bank-, discount and collection charges. Bills of exchange and acceptances with a term of more than 3 months will not be accepted.

§ 11 Retention of property title

1. The merchandise remains property of the seller until the full payment of all demands of the requirements in future too.
2. The buyer is entitled to process and to sell the merchandise within the scope of a proper business however only as long as the buyer is not behind schedule with any payment onwards the seller as well as under consideration of the following regulations.
3. Mortgages or safety transferences of the retention merchandise resp. of the transferred demands are inadmissible.
4. By processing of the retention merchandise the buyer does not acquire the property according to § 950 BGB at the new thing. The processing will be carried out by the buyer for the seller. In case the retention merchandise is being processed with other objects not belonging to the seller the seller acquires the rent property at the new thing in relation of the value of the retention merchandise to the other things processed.
5. Hereby the buyer cedes the demand of a further sale of the retention merchandise to the seller and also insofar as the merchandise is processed.
6. The seller will not collect the retained demands as long as the buyer fulfills his payment obligations. However the buyer is committed to state the seller upon request the garnishees and to announce these the retention. He is entitled to collect the demands himself so long as the seller does not give him any other instructions.
7. The retention of property title also remains valid if individual demands of the seller will be included in a current invoice and the discount is deducted and recognized.
8. If the securing existing through the retention of property title exceeds the demand to be secured by 25 %, the buyer will release fully paid deliveries according to his choice.
9. The seller has to be informed immediately of seizures under statement of the pledge creditor.
10. The buyer is committed to send the seller a list of the retention merchandise still available also insofar it is processed and a list of the demands at the garnishees together with invoice copies as soon as he has suspended payments in fact immediately after announcement of the payment suspension.
11. Amounts received from retained claims have to be kept separately until the transfer.

§ 12 Transfer of perils

The peril passes over to the buyer as soon as the consignment has been handed over to the person carrying out the transport or has left the stock of the buyer for the purpose of despatch.

§ 13 Validity of the terms

Deliveries, performances and offers of the seller exclusively will be effected on the basis of above business terms. Thus these are valid too for all future business relations even if they will not expressly be agreed upon again. Deviations from these business terms only are valid if the seller confirms them in writing.