

Sander GmbH & Co. KG: General Terms and Conditions of Sale

§ 1 Scope

1. The following General Terms and Conditions of Sale (GTCs) shall apply exclusively to all goods supplied and/or services rendered by Sander GmbH & Co. KG (the "Seller"). A Purchaser's general terms and conditions of sale shall not be recognised by the Seller unless the Seller has explicitly accepted them in writing as effective. This condition shall apply even if the Seller supplies the goods and/or renders the services without expressing a reservation while nevertheless being aware of conflicting terms of business or of terms of business that differ from the present GTCs.

2. All agreements made between the Purchaser and the Seller whereby these provisions are amended or supplemented shall be recorded in writing. This includes the provision set out above concerning the requirement of recording in writing.

3. The current version of the Einheitsbedingungen der Deutschen Textilindustrie ("Standard Conditions of the German Textile Industry") shall apply in addition to the present GTCs. In the event of conflicts between the Einheitsbedingungen der Deutschen Textilindustrie and the present GTCs, the latter shall prevail.

§ 2 Conclusion of contract

1. Our offers, including those made by our field staff, shall be deemed to be without commitment and non-binding. This shall likewise apply if we have provided the Purchaser with catalogues, other product descriptions or documents – which may also be in electronic form – over which we retain title or copyright.

2. The minimum value of an order shall be EUR 100.00. A small-quantity surcharge of EUR 5.00 shall be applied to orders for less than EUR 100.00.

3. Single items shall be supplied only when packed together with a current order placed by the Purchaser.

4. The placing of an order for goods by the Purchaser shall be deemed to be a binding offer to enter into a contract. Unless otherwise stated in the order, we shall be entitled to accept this offer to enter into a contract within one week of its receipt by us.

5. Such acceptance may be expressed either in writing (for instance, by a confirmation of order) or by delivery of the goods to the Purchaser.

6. The goods shall remain our property until full payment has been made. The current version of Section 12 of the Einheitsbedingungen der Deutschen Textilindustrie, concerning retention of title, shall apply in this connection.

§ 3 Place of performance, delivery and acceptance

1. The place of performance for all goods supplied and/or services rendered under this supply contract shall be D-40667 Meerbusch. Goods may be shipped to a different location at the request and expense of the Purchaser ("sale involving carriage of goods").

2. Shipment shall be effected via Deutsche Post AG or GLS.

3. The risk of accidental destruction and accidental deterioration of the goods shall pass to the Purchaser not later than at the time when the goods are handed over to the Purchaser. However, in the case of a sale involving carriage of goods the risk of accidental destruction and accidental deterioration of the goods, as well as the risk of delay, shall pass as soon as the goods are delivered to the forwarder, carrier or other person or entity charged with shipping the consignment. Where an acceptance procedure has been agreed, such acceptance shall be the determining factor for passage of the risk. In the event of delay in taking delivery on the part of the Purchaser, the situation of delay in taking delivery shall be deemed equivalent to handover or, as the case may be, to acceptance.

4. In the event of delay in taking delivery on the part of the Purchaser, if the Purchaser fails to perform a facilitating action or if our delivery is delayed for other reasons attributable to the Purchaser, the Seller shall be entitled to compensation for the resulting loss, including additional expense such as storage costs. For this purpose the Seller shall impose a flat-rate charge of EUR 5.00 per calendar day commencing on the agreed delivery date or, if no delivery date has been agreed, on notification that the goods are ready for shipment.

5. The above shall be without prejudice to the production of evidence of a greater loss as well as to our statutory entitlements (in particular, to reimbursement of additional expense, to appropriate compensation, or to termination of contract); however, the flat-rate charge shall count towards any further monetary claims. The Purchaser shall be free to produce evidence that the Seller has sustained no loss at all or a significantly smaller loss than the flat-rate charge mentioned above.

§ 4 Prices and terms of payment

1. Prices shall be quoted in euros (EUR). They shall be deemed to be net prices, excluding statutory value-added tax, including packaging ex-warehouse in Meerbusch.

2. For sales involving carriage of goods (Section 3(1)), the Purchaser shall meet the cost of carriage ex-warehouse and the cost of insurance in transit if

the latter is required by the Purchaser. If the Seller does not invoice the cost of carriage actually incurred in a particular instance, a flat-rate charge of EUR 10.00 for carriage costs (excluding insurance in transit) shall be deemed to have been agreed. Any customs duties, fees, taxes and other charges imposed by public authorities shall be borne by the Purchaser.

3. Invoices shall be payable as follows:

within 10 days of invoice date: less 4% prompt-payment discount;

from the 11th to the 30th day following invoice date: less 2.25% prompt-payment discount;

from the 31st to the 60th day following invoice date: net.

With effect from the 61st day the Purchaser shall be deemed to be in default in pursuance of para. 286(2) No. 1 of the Civil Code (BGB).

4. Interest at 9 percentage points above the prevailing base rate shall be charged on the purchase price during the period of default. The Seller reserves the right to claim further compensation in respect of the delay.

§ 5 Care instructions

The Seller explicitly draws the Purchaser's attention to the care guide corresponding to the care symbols on the product labels and to the accompanying care instructions. The Purchaser undertakes to ensure that the final customer receives the relevant information.

§ 6 Claims in respect of defects

1. No claims shall be entertained in respect of defects involving a departure of up to 3% from the specified size or in respect of damage arising after passage of risk due to failure to observe the care guide in accordance with the care symbols on the labels.

2. Expenditure necessarily incurred in examination and remedial performance – in particular, costs of transport, travel, labour and materials – shall be borne by the Seller if a defect is actually present. If not, the Seller may require the Purchaser to pay the costs arising out of unwarranted requests to remedy defects (in particular, examination and transport costs) unless the absence of a defect or defects could not have been obvious to the Purchaser.

§ 7 Custom sizes and custom-made products

1. The Purchaser should consult the relevant price list for articles for which the Seller offers custom sizes. The Seller can provide sample material in the form of swatches.

2. Custom sizes shall be ordered by the Purchaser in writing. The size required by the Purchaser shall be rounded to the nearest 5 or 10 cm as the case may be.

3. The Purchaser may add a sewn edge not included in the Seller's price list to its order for a supplementary charge of EUR 10.00 per item.

4. Custom sizes may be altered to a smaller size for EUR 10.00 per item.

5. The delivery period for custom-made products shall be approximately two weeks from receipt of order.

6. In the case of custom-made products as with others, the size may depart from the specified value by up to 3%.

7. Custom sizes shall be produced to order for the Purchaser and cannot be exchanged, returned, altered or cancelled.

8. The Seller also sells material by the metre in accordance with the current price list. The standard cut length is 15 metres. Short lengths (minimum 1 m) are also available; these can be ordered in 50 cm steps and delivered in accordance with the production periods for custom sizes set out in Section 7(5). Each custom-cut length shall attract a surcharge of EUR 5.00.

9. Custom sizes are manufactured individually in-house by the Seller under industrial conditions. Pattern-based tablecloths cannot be manufactured as these can only be made in small-scale workshops and the Seller lacks the facilities to produce them.

§ 8 Applicable law and place of jurisdiction

1. Applicable law shall be that of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply.

2. The place of jurisdiction for all disputes arising directly or indirectly out of the contractual relationship shall be D-41460 Neuss. However, the Seller shall in all cases also be entitled to institute proceedings under an individual agreement that takes precedence or at the Purchaser's general place of jurisdiction. This shall be without prejudice to any statutory provisions that take precedence, in particular concerning exclusive competence.