

I. Placement and Acceptance of Orders

Normally orders shall be placed in writing.

If the wording of orders and order confirmations is not identical, the wording of the latter shall be regarded as binding. Orders shall clearly specify the kind of finishing to be applied and all specifications required for the proper order execution.

The Customer shall be held responsible for any consequences resulting from incorrect, inaccurate or incomplete data in order placement. This shall also apply if the Customer does not state the purpose for which the finished goods are to be used, has failed to indicate sizing details or has provided incomplete information on the nature of materials.

II. Delivery Times

1. The Finisher shall be liable for meeting the indicated delivery times only, if he has committed himself to do so in writing.
2. In case of doubt, agreed-upon delivery times shall start not before the day on which the raw materials have arrived at the finishing plant and the Customer has specified and released the goods for the finishing process.
3. Agreed-upon delivery times may be extended by at least six weeks if the Finisher is forced to interrupt operations due to: force majeure, measures taken by competent authorities or unforeseeable interruption of work. The Finisher shall forthwith inform the Customer of any interruption of operations that exceeds a one-week period.
4. The Customer shall be entitled to withdraw from the contract only if the agreed-upon delivery periods are exceeded by at least six weeks and if he indicated the order cancellation by giving at least 14 days' notice by registered mail.
5. Compensation claims shall be excluded in the above-described cases.
6. If the Customer or the Finisher withdraw from the contract or if any damage has occurred which prevents the fulfilment of the contract, the Finisher shall be entitled to compensation for all finishing work carried out by the date of withdrawal from the contract or by the date on which the damage occurred.

III. Insurance

The Finisher shall not have any obligation to have goods received for finishing insured against any type of hazards, or especially against damage by fire.

IV. Freight

The finishing prices shall be quoted "ex work" finishing plant, i.e. freight costs for supplying the raw materials and for delivering the finished goods shall be borne by the Customer.

V. Presentation and Packing

Unless otherwise agreed upon, the prices for commission finishing shall not include any special presentation or packing.

VI. Raw Material Control

The Finisher shall not have any obligation for controlling raw materials, re-measuring or re-weighing these or checking raw materials for defects, etc. In the event that the Customer should insist on such procedures these controls shall be separately invoiced. Marks of any kind on the raw material must neither hamper the finishing process nor result in defects of the finished goods or damage the finishing machines. End marks which have to withstand the finishing process must be placed at a distance of normally at least 30 cm from the end of the piece.

VII. Taking of Samples

The Commission Finisher shall have the right to take samples from the raw material and end-finished goods in the quantity required for documentation or testing purposes.

VIII. Exclusion of Liability

The Finisher shall not be liable

1. for damage, resulting from the poor quality of the supplied materials, as for example, inhomogeneous raw materials, metal residues, weaving imperfections, acids, oil or rust stains, unsuitable sizing, insoluble spinning and weaving agents, unsuitable dyeing substances in pre-dyed yarns or in raw-white-coloured goods, etc.
When placing the order, the Customer shall be obliged, in any event, to inform the Finisher of such defects and to document these. The cost incurred by the Finisher due to damage resulting from an inhomogeneous quality of raw materials, especially if caused by metal residues, shall be borne by the Customer
2. for bleeding of effect colours and defects resulting from the simultaneous processing of non-uniform, differently sized raw materials or raw materials treated with unsuitable sizing agents
3. for changes in widths or lengths of the goods as compared to the widths and lengths of the goods supplied
4. for disintegration of the materials during warehousing
5. for a specified result of a new quality if not tested before by using a piece having a minimum length of 30 m
6. for individual single-blanched spots, fold marks, unevenness as well as colour deviations within tolerable limits, since it is technically impossible to rule out such defects totally
7. for lengthening or shrinkages in length or width of the pieces
8. for inevitable waste occurring during the finishing process as well as for losses in weight and length, i.e. cut-offs of up to one meter per standard piece in beck or star dyeing, as well as waste in jigger dyeing processes due to dark top and bottom ends, suture and colour imprints etc...
9. for differences between the width of the raw material supplied and the specified finished width, i.e. if the latter cannot be achieved without damaging the goods
10. for the performance of goods which had been pre-treated by a third party, i.e. freed from baste, pre-bleached etc., or which had been subject to subsequent treatments by third parties, i.e. bleached, dyed, flattened, printed or finished etc., or which contain pre-treated spun fibres
11. for any goods warehoused for more than three months for which no specific colour specification was received as well as for damage caused by mildew, fading due to stocking, light or atmospheric influences, moth bite, attacks by mice or rats
12. for all consequences resulting from incorrect or incomplete specifications of the yarn contained in the raw materials
13. for carbonised pieces which may not be delivered in a de-acetated state
14. for colour fastness, readiness for stitching or other defects which will only become visible once the goods are further processed or subsequently impregnated or filled

15. for varying results of printing that occur with raw materials composed of fibres of different origin with inhomogeneous yarn qualities, weaving or knitting defects
16. for slight colour deviations of shades (from piece to piece or delivery to delivery)
17. for insufficient fastness to light, water, friction, laundering, and perspiration etc. if the lack of a better fastness is due to available dyes
18. for not printing in line if warp and/or weft are slanting, and for not correcting a slanting warp and/or weft in finishing or rolling up (folding)
19. for the appearance of the print pattern on the reverse side
20. for printing or finishing defects in screen printing, if the defective goods do not exceed 5 % of the total volume of each printing order. Printing costs shall be reduced only if the specified tolerances are exceeded.
21. The Commission Finisher does not guarantee a certain length, width or weight of the processed goods; the final quality control carried out by the Finisher shall not release the Customer of his responsibility for the quality and serviceability of goods supplied to the latter's customers.

IX. Scope of Warranty

1. As regards commission prints, complaints shall be lodged immediately or within eight days after receipt of goods at the latest. Warranty claims for other types of finishing shall be made within four weeks after delivery of the goods. Otherwise the warranty right will expire.
2. Warranty claims shall be made in writing and be supported by suitable evidence.
3. Notice of defects shall be given on all cases prior to the cutting, processing or passing on of the goods by the manufacturer. This also applies to fastness tests.
4. Imperfect colour shades shall, at most, justify a claim for correction or for dyeing in a different colour, except such items cannot be used in other colours. Imperfect textile finishing shall only justify a claim for repeated finishing.
5. If the Finisher fails to exercise his right of correcting, re-dyeing, re-finishing or supplying substitute items, or if such measures are not possible, he shall be liable for compensation up to a maximum amount that corresponds to the proven cost price at which the products could be manufactured or repurchased.
6. The Customer shall have no claim to further indemnification, in particular, for falling off in production.
7. In the event that the Finisher and the Customer cannot reach a mutual understanding regarding the settlement of the damage, the contracting parties shall endeavour to have this conflict settled by arbitration prior to seeking redress in court.
8. No compensation shall be paid for stains, but the Finisher shall re-dye such pieces free of charge.
9. No compensation shall be paid for marked defects, stains etc. that occurred during the finishing process, as long as no more than three marks per piece have been identified.
10. The Finisher shall have no obligation to check the raw measurements specified in the order; shrinkage in length shall be calculated on an item-to-item basis for the entire order. The Customer shall not be entitled to demand itemised calculations.

X. Exclusive Designs in Commission Printing

On the domestic market, exclusive designs shall be protected during each season for which the design is printed, at most, for a one-year period starting on the day of the placement of the order for the engraving or the production of the stencils. If the Customer wishes to have a design reserved for a period exceeding the protection period, he shall notify the Printer thereof in writing in time –fourteen days prior to the expiry of the protection period at the latest.

After expiration of the protection period and the extension period, if any, the Printer may dispose of the stencils in order to prevent an excessive inventory of stencils. The Customer shall take a decision on the use of said stencils within a period of four weeks. Otherwise the Commission Printer shall use these at his discretion.

The costs for manufacturing stencils shall be borne by the Customer. Payment shall be effected immediately.

XI. Protection of Designs in Commission Printing

As soon as the Customer has supplied the designs for the production of stencils to the Printer, these shall be deemed to be the Printer's property. The Customer shall indemnify the Printer in the event that a third party claims these because of violation of design protection rules, unfair competition, or similar violations.

XII. Right of Lien and Retention

With the handing over of the materials to the Finisher for processing the Customer creates a contractual right of lien for the Finisher for all accounts receivable from the current transaction.

In addition, the Finisher shall be entitled to retain the goods received as collateral for all of his current or future claims even if these have not yet fallen due. By placing his order in accordance with the present general terms and conditions, the Customer confirms that the goods handed over for finishing are his property, free of attachments, and that there are no instructions or obligations that would exclude the exercise of the Finisher's right of retention.

XIII. Payment Terms**1. Mode of Payment**

The finishing prices are quoted in Euro, payable net, without cash discount upon receipt of invoices.

Bills of exchange, if accepted, shall only be accepted as collateral but not as a means of payment. Their currency shall not exceed three months.

Discounts, bank charges and collection fees as well as court or registration fees shall be reimbursed to the Finisher. In the event of delayed payment, such costs as are charged as debit interest by banks shall be reimbursed to the Finisher.

Payments shall first be made for the settlement of the oldest items in arrears plus accrued interest on arrears.

In the event of counterclaims, the Customer shall not be entitled to defer payments that have fallen due; such counterclaims shall only be offset if the Finisher has acknowledged these in writing.

2. Place of Performance and Jurisdiction

The place of performance for both contracting parties shall be the location of the Finisher's plant. With the exception of conflicts settled by arbitration, or covered by a separate agreement, all disputes arising out of, or in connection with, this Contract shall be settled by the courts having jurisdiction at the place of the registered office of the Finisher or at the location of the finishing plant.

The Finisher may, however, also seek legal redress in courts having jurisdiction at the place of the registered office of the Customer.