

**GENERAL TERMS AND CONDITIONS (SALE)**

1. **Validity**
  - 1.1. Our deliveries and services are exclusively effected on the basis of our General Terms and Conditions. General terms and conditions used by a customer do not become part of the agreement, and this also applies if we do not expressly object to the differing general terms and conditions of the customer and also if we carry out deliveries or services knowing about differing contractual provisions, or terms and conditions.
  - 1.2. Our General Terms and Conditions also apply to future deliveries and services even if our General Terms and Conditions are not expressly referred to.
  - 1.3. A difference from our General Terms and Conditions may only be validly effected by making a corresponding agreement in writing that is signed by both parties.
2. **Validity of Orders**
  - 2.1. Our offers are subject to change without notice. Orders are only accepted by us if confirmed by us in writing.
  - 2.2. Subsequent changes in confirmed orders (such as changes in the ordered quantity or changes in the ordered articles, colours or qualities) are only possible with our consent.
  - 2.3. If we have already rendered services on the basis of orders that are to be subsequently changed, the costs that have accrued by rendering the service are fully invoiced to the customer.
  - 2.4. Orders that are already in the process of production may no longer be changed or cancelled unilaterally by the customer. Costs arising from the cancellation or changes are fully invoiced to the customer.
  - 2.5. Costs that arise from production down times due to the absence or delay of customer decisions are also fully invoiced to the customer.
3. **Call-Off Orders**
  - 3.1. Goods from call-off orders are to be accepted within the agreed period, however, in 6 (six) months at the latest.
  - 3.2. If the goods are not accepted or only accepted in part, we reserve the right to deliver the goods notwithstanding the provisions under clause 6.2 and the legal consequences of the creditor's delay of acceptance. The costs arising from this are to be entirely born by the customer.
4. **Prices**
  - 4.1. Our prices are net prices to which value-added tax is to be added in the applicable statutory amount. This also applies to flat fees.
  - 4.2. We reserve the right to adjust the agreed prices for deliveries and services to the wage and material costs corresponding to the time of the performance of services unless these are rendered within four months from the making of the agreement. This does not apply if a fixed price has been expressly agreed with the customer for the entire duration of the agreement.
  - 4.3. Our prices apply to the agreed purchase quantities. In the event of reduced quantities, we reserve the right to adjust the prices correspondingly.
  - 4.4. Services in addition and supplemental to the agreed scope of services are separately invoiced to the customer.
5. **Terms of Payment, Delay in Payment**
  - 5.1. Payments are to be made by the customer to the account given on the invoice and within the period stated there.
  - 5.2. Delay in payment by the customer occurs after the due date also without a reminder.
  - 5.3. In the event of delay in payment by the customer, we charge interest on arrears in the amount of 8% p.a. above the base rate of the Austrian Central Bank.
  - 5.4. In addition, the customer is obligated to make good any costs of reminders and pursuing the claim including the costs of pursuing the claim out of court. We reserve the right to assert higher damage claims caused by a delay.
  - 5.5. Set-off by the customer with claims against us is excluded unless the counter-claim has been expressly acknowledged by us as existing and being due or has been declared by a final judicial title.
  - 5.6. Reclamations do not entitle the retention of payments.
6. **Delivery Time, Delay**
  - 6.1. The delivery time arises under the agreement between the parties. A transaction for delivery on a fixed date is only provided if this has been expressly agreed by the parties in writing. Delivery periods relevant for us only start to run when all commercial and technical questions have been clarified and the customer has fulfilled any of its obligations (such as making a payment on account). A delivery time relevant for us is considered met if the service to be fulfilled by us is substantially rendered according to the agreement.
  - 6.2. If performance of the service is delayed for reasons that the customer is responsible for, we have the right to make other dispositions of the service after expiration of a reasonable extension of time without rectification or, at our discretion, to render the service within a reasonable, extended period notwithstanding any other claims.
  - 6.3. If performance of the service is delayed for reasons that are to be attributed to force majeure or other events outside our influence, a reasonable extension of the delivery period is agreed. As far as possible, the customer is immediately notified of the beginning and end of such circumstances.
  - 6.4. If we delayed deliveries or services to be rendered by us for reasons that we are responsible for, we are liable for damage caused to the customer in the event of gross or willful negligence. This is to be proven by the customer. Liability is limited to a maximum of 0.5% for each week of delay, however, in total to a maximum of 5% of the net value of the order. Otherwise the customer is entitled to repudiate the agreement in the scope of statutory provisions subject to the additional precondition of the expiration of a reasonable extension of time without rectification. In any event, our claim to payment of partial services remains unaffected by any repudiation of the customer. Further claims of the customer and claims exceeding this (in particular in the event of ordinary negligence) are excluded notwithstanding clause 8 of these General Terms and Conditions.
  - 6.5. Claims for damages on the basis of non-performance are excluded excepting the event of gross or willful negligence. In this event, our liability is limited to 5% of the net value of the order.
  - 6.6. If it arises during the performance of our deliveries or services that the order cannot be carried out, we are entitled to cancel the agreement unless the customer agrees to a change of the agreement. In the event of repudiation, we are entitled to the pro-rata fee; the customer does not have any claims.
7. **Conditions of Delivery**
  - 7.1. Deliveries are effected on the basis of the international Incoterms as amended that are specified in the offer or in the order confirmation. If not stated otherwise, we deliver ex works.
- 7.2. Effecting partial deliveries or rendering partial services is permitted as far as this is reasonable for the customer.
8. **Content of Services, Warranty, Damages**
  - 8.1. Samples only represent an approximate condition of the good to be delivered. Deviations in quantity and quality of the delivered goods that are customary in the trade do not represent defects that constitute warranty claims.
  - 8.2. Deliveries from different production batches may also be subject to deviations customary in the trade that do not constitute any claims of the customer.
  - 8.3. We may prove the quality of our goods by means of certificates according to ÖNORM, DIN and EU certificates (CS). Further examinations and certificates may be initiated on request. They are separately invoiced by us.
  - 8.4. The customer is obligated to confirm acceptance in writing without delay. In any event, every delivery and service (also partial deliveries or partial services) is deemed as performed without defects if the customer does not report defects in writing without delay and within 5 working days after receipt of the goods at the destination at the latest.
  - 8.5. The notification of defects in writing is to contain the following details:
    - Type of defect
    - Complete article number
    - Piece number
    - Invoice number
    - Date of receipt of the goods
  - 8.6. The warranty period is six months. Within this period, we warrant proper delivery or service and, at our discretion, warranty is restricted to improvement or exchange provided that the circumstance constituting the defect has already been given on the passing of risk and the customer has reported the defect in writing without delay. Unless expressly agreed otherwise, warranty is effected at the place of performance.
  - 8.7. After notification by the customer, sufficient time and opportunity is to be granted to us to make the required improvements or additional deliveries; if this does not occur, we are not liable for any disadvantageous consequences arising from this. Only if it is absolutely necessary to prevent a threat to operational security or to avoid disproportionate damage, the customer is allowed to remove the defect itself or through third parties. In this event, the customer is to notify us without delay. The costs of a substituted removal are reimbursed by us up to the amount that we saved due to the substituted removal.
  - 8.8. If the defect is not rectified in spite of improvement or exchange, the customer is entitled to reduce the fee; a right of repudiation is excluded.
  - 8.9. No warranty exists for defects that are to be attributed to instructions of the customer or occur in materials or products made available by the customer. We are not obligated to comment on the suitability of instructions of the customer or on materials or products made available by the customer if we were not expressly charged with the examination. Likewise, claims of the customer are excluded if the customer or a third party makes improper improvements.
  - 8.10. In the scope of deliveries and services that are essentially based on products of third parties, we only have a warranty obligation or liability for damages to the extent we are also entitled to warranty claims or claims for damages against third parties. We have the choice to be released from our obligation or liability by offering to the customer the assignment of our claims against third parties.
  - 8.11. Details about characteristics of our products only represent a mere description of properties and are not to be regarded as a representation or warranty of characteristics.
  - 8.12. The customer is entitled to claims for damages on the basis of deficient performance only if it proves willful or gross negligence to us. With regard to damage that does not arise in the deficient corporeal property itself, liability exists only provided that this is a damage that is to be attributed to culpable injury to life, body or health, fraudulently concealed defects or the absence of expressly represented characteristics. Per damage event, liability is limited to damages that are typical of agreements and can be reasonably foreseen by us as well as to compensation paid by our insurance. Further claims are excluded.
  - 8.13. Any recourse claims that parties or third parties address to us under the title of product liability in the meaning of the Product Liability Act are excluded unless the party entitled to recourse proves that the defect has been caused in our sphere and, at least, by gross negligence.
  - 8.14. Returned purchases require the consent of the seller. Costs that accrue from damages due to improper packaging during return transport are charged to the customer.
  - 8.15. Avoidance of the agreement on the basis of error is excluded.
9. **Retention of Title**
  - 9.1. The goods delivered by us remain our exclusive property until they are completely paid. This retention of title also extends to the proceeds from the resale of goods delivered by us. These proceeds are to be separately kept without being mixed with other means of payment.
  - 9.2. Processing or reprocessing of goods delivered and still owned by us is effected without any liabilities accruing to us from this. The exclusive title to the goods created by processing or reprocessing is also held by us until payment of our open accounts receivable.
10. **Limitation**

Any claims against us lapse after 6 months from the agreed acceptance of the delivery or service at the latest.
11. **Final Provisions**
  - 11.1. If any provision of these General Terms and Conditions is invalid or becomes invalid on the basis of new statutory provisions, the other provisions not affected by this remain valid. The parties agree to replace the invalid provision by a valid provision whose content fulfils the commercial purpose of the invalid provision as closely as possible.
  - 11.2. Modifications, amendments and supplemental agreements to contractual agreements are to be made in writing to take effect. This also applies to declarations that serve the establishment, exercise or preservation of rights.
  - 11.3. The customer is forbidden from assigning contractual rights to third parties without our written consent.
  - 11.4. Place of performance for any contractual obligations is 3950 Gmünd, Austria.
  - 11.5. The exclusive venue for asserting claims against us is the court competent in 3950 Gmünd, Austria with regard to the subject matter. We are entitled to make claims against the customer at our discretion either at the court competent in 3950 Gmünd, Austria with regard to the subject matter or at the court competent with regard to the subject matter where the customer has its general jurisdiction or at a court of arbitration. Disputes that we bring before a court of arbitration are finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The language to be used in the arbitral proceedings is German.
  - 11.6. Conditions customary in the trade correspond to the "Special Conditions (Usances) for the Trade in Yarns and Threads, Raw and Processed Fabric, Clipping from Cotton, Chemical Fibre and Mixtures from Cotton and Chemical Fibre at the Vienna Stock Exchange".
  - 11.7. Austrian law applies with the exclusion of the conflict-of-law rules and the UN Sales Convention.