

# **General terms and conditions of SEIDRA Textilwerke GmbH**

## **General terms and conditions – Scope and applicability**

The general terms and conditions of SEIDRA Textilwerke GmbH, hereinafter referred to as "GTC", apply to all legal transactions concluded by SEIDRA Textilwerke GmbH, hereinafter referred to as "SEIDRA", with other entrepreneurs (B2B transactions), hereinafter referred to as "contracting partner", including in particular deliveries of goods and services.

Unless the opposite is expressly agreed, the version of our GTC that we have communicated to the contracting partner shall apply.

The contracting partner agrees that in case of using GTC by himself, our GTC shall apply even if the GTC of the contracting partner remain uncontested by SEIDRA. Agreements and/or verbal subsidiary agreements that deviate from our GTC shall only be effective if they have been confirmed by SEIDRA in writing.

Any action that SEIDRA takes to fulfil the contract shall not be regarded as consent for contract terms that deviate from our contract terms. Remaining ambiguities regarding the interpretation of the contract shall be clarified in a way that contents, which are usually agreed in comparable cases, are deemed agreed.

## **Protection of patterns**

Samples and designs (in particular hangers and colour charts, including in electronic form), cost estimates, technical data sheets or information and other documents such as brochures, catalogues, presentations and the like remain our intellectual property. Any use, in particular disclosure, duplication, publication and dissemination, including even in parts or extracts, requires the explicit approval of SEIDRA.

If the contract is not concluded, all of the above listed documents can be recalled by SEIDRA at any time and must be returned to us immediately and without prompting.

Furthermore, the contracting partner is obliged to maintain secrecy with respect to third parties for knowledge that has been acquired from the business relationship with SEIDRA.

## **Offer, acceptance, order confirmation and invoicing**

The offers of SEIDRA are non-binding and subject to change. Without exception, orders shall only be deemed accepted if SEIDRA has confirmed them in writing.

All legal transactions are concluded exclusively for specific articles and quantities.

The contracting partner shall accept over- and under-deliveries per colour and design to the following extent: up to 1,000 meters 10%, beyond that 5%.

Reorders are deemed to be new orders and SEIDRA is not bound to previously agreed prices and delivery times.

Block orders are limited to a fixed period to a maximum of 12 months. The period of acceptance must not exceed this period. SEIDRA is entitled to deliver and charge for the goods in case the fixed period expires. This includes in particular special developments as requested by the contracting partner.

The contracting partner is not entitled to assign or transfer his rights and obligations regarding the delivery of goods or services to the subject matter of the contract to third parties.

The contracting partner agrees that invoices may be issued and sent electronically.

## **Prices and price adjustments**

The prices specified in our price lists and made available to our sales representatives are guiding prices.

For any legal transaction, the agreed price is stated in the offer or the order confirmation. The prices stated are valid for three months.

Unless the opposite is expressly agreed, all prices listed are net prices. Upon invoicing, the valid legal sales tax is added to these prices.

SEIDRA is entitled to effect and notify price adjustments upon circumstances, which cannot be influenced by SEIDRA (such as freight costs, public taxes, customs etc.) and have not been foreseeable upon calculation.

### **Delivery times**

Place of fulfilment for all legal transactions shall be SEIDRA's registered office in A-9613 Draschitz 36.

Delivery times are stated in the order confirmation. They shall be agreed in calendar weeks. Forward transactions shall be agreed separately and require express confirmation and the specification of an effective date by SEIDRA.

Delays, which are attributable to the sphere of the contracting partner (such as late responses) shall result in an extension of the delivery time to the extent of the delay.

SEIDRA constantly endeavours to meet the agreed delivery times. The contracting partner shall accept marginal exceedances of the agreed delivery time without any right to claim for compensation. In the event that more than marginal delays in delivery occur due to unforeseeable circumstances that are not attributable to SEIDRA's sphere (such as strikes, delivery delays by suppliers, administrative acts or measures and operational disruptions through no fault of their own), the delivery time shall be automatically extended by the duration of the delay. The contracting partner can assert no claim for compensation if SEIDRA has fulfilled the obligation to inform the contracting partner about the delay.

SEIDRA shall be entitled to deliver in partial deliveries without prior agreement if this enables a shorter delivery date and no additional cost incur for the contracting partner. In any other case, the contracting partner shall expressly agree to a partial delivery.

Unless the opposite is expressly agreed, the delivery date shall be deemed complied when the goods or services are made available at the place of fulfilment upon expiry of the delivery time or the goods or services have left the place of fulfilment.

SEIDRA does not accept liability for damage caused by service providers, including in particular transport companies, after the goods or services have left the place of fulfilment.

### **Terms of payment**

Unless the opposite is expressly agreed, the contracting partner shall pay the invoiced price without deductions within a period of 10 days from the date of invoicing.

Discount deductions shall only be recognized within the framework of a corresponding explicit agreement or upon display on the invoice.

In case of a partial payment agreement, the contracting partner shall not be entitled to any discount deduction if the contracting partner fails to fulfil even one partial payment within the agreed payment period. This shall apply not only with regard to this partial payment, but also with regard to all partial payments that the contracting partner has already made or is still to make. Furthermore, the partial payment agreement shall no longer be valid and the outstanding total amount immediately due without any further period of grace if the payment date of only one partial payment is missed.

Payments shall only be deemed to be made on time if the amount has been credited to our account on the due date of payment.

Payments shall always be allocated to the oldest still outstanding claim or invoice in case of several outstanding claims or invoices against the contracting partner.

In the event of a payment delay, SEIDRA shall be entitled to charge default interest and assert any claim for further losses in accordance with statutory provisions.

An offset with counterclaims of any kind shall be excluded.

### **Retention of title**

The goods shall remain our property until payment has been completed, which includes the purchase price and all costs and expenses.

In the event of default, SEIDRA shall be entitled to assert the rights from the retention of title. It shall be agreed that the assertion of the retention of title does not represent a withdrawal from contract unless this has expressly been declared by SEIDRA.

### **Warranty**

SEIDRA warrants that the goods delivered corresponds to the article description that has been agreed in the order confirmation. Upon request, the contracting partner can be provided with technical information on the respective article.

Customary divergences in the properties of the article, including in particular differences in colour, finishing and/or design shall not be claimed as defects.

SEIDRA expressly points out that sample quantities and production quantities may vary depending on the yarn lot and varying lengths of pieces. This shall not constitute grounds for complaint or claims.

Over- and under-deliveries to the extent that shall be accepted do also not constitute grounds for complaint or claims.

All complaints shall only be accepted by SEIDRA if the goods are in uncut condition.

The contracting partner is obliged to check the goods upon receipt and to notify defects immediately, but no later than 30 days after delivery, indicating the type and extent of the defect. In any other case, defects shall be deemed accepted.

Hidden defects must be notified immediately after their discovery. If hidden defects are not raised or not raised in time, the goods shall be deemed accepted. The assertion of warranty or damage claims as well as the right to avoidance on account of error due to defects shall be excluded.

Apart from cases in which the legal right to rescission (withdrawal from the contract) exists by law, SEIDRA shall be entitled to fulfil warranty claims at our discretion by improvement, replacement or price reduction. The return of the defective goods requires approval by SEIDRA.

The contracting partner shall bear the burden of proof that the defect has already existed upon handover at the place of fulfilment.

SEIDRA shall not be liable for damages caused by incorrect or inappropriate handling of the goods by the contracting partner or third parties. Damage claims due to a breach of contractual obligations shall be limited to the amount of the respective order value.

Liability for consequential damage shall be expressly excluded.

### **Product liability**

Recourse claims that contracting partners or third parties raise against us based on the title of "product liability" pursuant to the Product Liability Act, Federal Law Gazette No. 99/1988 in the currently applicable version, shall be excluded unless the regress beneficiary can prove that the fault has been caused by SEIDRA at least by gross negligence.

### **Formal requirements**

All agreements and statements of legal relevance, subsequent changes, additions, ancillary agreements and the like shall only be valid in writing.

**Choice of law and jurisdiction**

Austrian law (Austrian domestic law excluding the referral norms and UN commercial law) shall apply to all legal relationships and transactions with SEIDRA.

The competent court having jurisdiction at SEIDRA's registered office shall be responsible for any litigation or dispute arising from legal relationships and transactions with SEIDRA. However, SEIDRA is also entitled to take legal action with the court having general jurisdiction at the contracting partner's registered office.