

General Terms of Sales and Delivery

of Silberbauer Textiltechnik GmbH,
Privatstraße 2, 3812 Groß Siegharts / Austria

I General

- 1) All our quotations, order acceptances and contract conclusions are carried out strictly under the following conditions.
- 2) Any deviations from these, in particular when sending differently worded conditions of purchase, are valid only if we have formally acknowledged these in writing.

II Completion of contract

- 1) Our quotations are non-binding for as long as they have not been accepted by the customer.
- 2) The order is accepted and binding as soon as we forward our written order confirmation following receipt of order. The conditions as agreed with the customer apply.
- 3) The customer is bound by our order confirmation. If our order confirmation differs from the written, verbal or telephone order, the discrepancy is also binding if we do not receive a differently worded reply from the customer within 10 days of this confirmation being sent.

III Delivery

- 1) Delivery details are approximate and non-binding.
- 2) Obligation to deliver is suspended in the event of default of payment on the part of the purchaser.
- 3) Part deliveries are permissible. We reserve the right to choose the dispatch route and method of consignment. All risks are carried by the purchaser as soon as the transaction has been completed.
- 4) If the customer rescinds the legally binding purchase contract, irrespective of the reason, we have the right to charge a cancellation fee amounting to 10% of the gross purchasing price in order to cover administrative costs. If production has already started, cancellation is no longer possible.

- 5) The purchaser is obliged to accept the goods from orders which have been granted delivery on call, at the latest within 12 months of placement of order, as long as no other terms have been agreed.

IV Prices, payment

- 1) Our prices are given in euro before VAT. The price agreed on with the customer is binding. We reserve the right to alter prices (increasing cost of raw materials, labour costs).
- 2) The purchaser is not permitted to withhold payment, or part thereof, on the grounds of counter-claims.
- 3) In the case of delay of payment, all dunning and collection expenses plus default interest of 1% per month are to be reimbursed.

V Warranty, compensation, product liability

- 1) The delivered goods must be examined immediately on delivery and any faults queried in writing within 10 days. The quantity delivered may deviate plus / minus 20% from the quantity ordered.
- 2) We absolve ourselves of any responsibility once production has begun. Claims are only permissible in the case of willful damage and gross negligence and are limited by the invoice value.
- 3) If the customer can prove that delivery was deficient in some way, the customer's entitlement to compensation or replacement is limited to an appropriate period of time. No other compensation, for example, a price reduction, will be granted unless it has been specifically agreed with us.
- 4) Force majeure, including cessation of delivery by our suppliers and therefore outwith our responsibility, releases us from our obligations for the duration of the force majeure.
- 5) All warranty and liability claims in this contractual relationship are detailed in point V. The customer is not entitled to any claims.

VI Retention of title

- 1) The supplied goods remain the property of the seller until full payment of the purchase price and settlement of all claims have been made.

- 2) Impoundment of the reserved goods is not permissible. The purchaser commits himself to informing us without delay should the goods be impounded by a third party.

VII Applicable law, jurisdiction

- 1) The business relationship between our company and the buyer is solely subject to Austrian law. International agreements are not permissible.
- 2) Place of execution is our company. Place of jurisdiction in the case of litigation is the appropriate court in Krems a. d. Donau, Austria