

STANDARD FORM CONTRACT SFC Hofmann Maschenstoffe

Standard delivery and payment terms of the company Hofmann GmbH, Donzdorf

1. Validity

- 1.1
The validity and acceptance of orders given solely under the following terms of delivery and payment.
- 1.2
They also apply to all future business relations, even if they are not expressly agreed again.
- 1.3
At the latest with the acceptance of the goods / service, these conditions are accepted, even if to this achievement no written order confirmation is given.
- 1.4
The validity of contrary conditions which should be provided by the buyer about to order forms or any other means, is expressly excluded.
- 1.5
All offers are non-binding. Acceptance of orders is valid only if confirmed in writing by the seller.
- 1.6
The buyer renounces own conditions of purchase if he contradicts with placing of order not in writing.
- 1.7
Hofmann GmbH reserves the right to property and copyrights of Hofmann GmbH created patterns, design proposals, drawings, images, digital media and other documents and specifications; they may not be made available to third parties. Before passing on to third parties of the buyer's express written permission of Hofmann GmbH demand.

2 Payment

- 2.1
The invoice will be issued for each shipment. It bears the date of delivery or the provision of the goods. The payment is, unless otherwise agreed, 14 days 2% discount, 30 days net.
- 2.2
The payment has to take place free of loss and free of charge. Cheques on Bank places will be credited upon receipt, bankable change in interest deduction for each normal bank discount, subject to the receipt. Discounts and expenses are paid by the buyer. Promissory notes shall only be accepted by prior arrangement.
- 2.3
Incoming payments are always charged to the oldest due invoice plus any accrued default interest.
- 2.4
Unless specific arrangements are made price for a specific delivery, our delivery prices on the day of the order are valid.
- 2.5
The offsetting of disputed counter-claims, the restraint due invoice amounts and deductions of any kind, so for postage, bank transfer and insurance fee payments are not permitted.
- 2.6
Before complete payment of the invoice amount due including interest on arrears the seller is not obliged to make any further deliveries under any contract.
- 2.7
Default of payment of the buyer authorizes the seller prepayment for transit at and following deliveries of all current accounts to demand. Further, the seller is entitled to assert itself from §288BGB resulting rights. The same applies if the buyer insolvency or composition proceedings have been opened or if well-founded doubts about the solvency of the buyer insist.
- 2.8
We can withdraw our consent to partial payments and the total bill due for payment when the customer more than a week with the payment of a promised rate in residue.
- 2.9
If the buyer in spite of term settlement does not make prepayment, the seller is entitled to claim damages for non-performance or withdraw from the ongoing financial statements.

3. Retention of title

- 3.1

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Until full payment of all claims from the business relationship, in particular the redemption of all notes and checks, the seller reserves the right of ownership of all goods delivered to him, and without prejudice to the earlier transfer of risk.

3.2

The buyer may be affected by the retention of title pledge not without consent of the seller to third parties by way of security.

3.3

Arise unless the agreement new products and thereby incurred pursuant to the provisions of the Civil Code or joint ownership of the buyer, it is agreed that this ownership or co-ownership in the moment of occurrence to secure the claims of the seller is transferred back from the buyer to the seller, where seller and buyer agree that the new products are separated from the buyer for the seller with the diligence of a prudent businessman and held without charge. These new products the buyer may, without the consent of the seller to third parties not mortgage or pledge as security.

3.4

Seller and buyer further agree that those claims of the buyer, which he acquires through the sale of products on which wholly or partially unpaid goods of the vendor have been used, with the time of occurrence to secure the claims of the seller from the business relationship are assigned to the seller. The buyer agrees to make any agreement with his customers, by the assignment of the purchase price claim is excluded.

If the value of all the securities granted to the seller exceed the demand of the seller to the buyer from continuing business relationship by more than 20%, the seller is obliged, at the request of the purchaser, to the extent retroactive settlement the fuses to the buyer.

3.5

If the buyer fails an agreed payment date, the seller shall be entitled, after prior notice to reclaim the delivered goods.

3.6

As far as on account of the retention of title product is taken back by us, their utilisation on calculation of the buyer occurs with granting of a suitable credit.

4. Delivery and shipment

4.1

Agreed dates of delivery refer to the supply date of the product and are non-binding.

4.2

Exceeding the delivery period, the purchaser shall grant a reasonable extension. Procurement risks are not generally accepted by the seller.

4.3

Our liability for non-performance or delay in delivery is limited to the invoice value of the quantity of goods that we have not supplied or with the supply of which we are in default.

4.4

If the goods are accepted within a certain time period, so the decrease, unless expressly agreed otherwise, be spread evenly over the entire period. To make partial deliveries we are entitled.

4.5

Our obligation to supply is suspended as long as the buyer with a payment in arrears.

4.6

A claim for subsequent delivery of such quantities, with their demand or acceptance of the buyer is more than 14 days in arrears, does not exist. The same applies to amounts that we have not delivered due to delinquent payments of the buyer. Our other rights are not affected.

4.7

Breakdowns, delays in delivery or failure to deliver by our suppliers, raw material, energy or labor shortages, strikes, lockouts, difficulties with the means of transportation, traffic incidents, orders of higher authorities and cases of force majeure release for the duration of the disturbance and the extent of its effect, the affected party from the obligation to deliver or accept. If the delivery is delayed through this more than 1 month, we are entitled to withdraw concerning from the disturbance of delivery or decrease disturbance affected amount from the contract. Other claims are excluded.

5. Dispatch

5.1

Kind of shipment and route of shipment are elected by us, unless shipping instructions present on the part of the buyer. We are doing our best to take into account wishes of the buyer; Any additional costs are the responsibility of the buyer.

5.2

Delivery terms are basically non-free ex work or ex work or ex dyehouse
The transport costs incl. all costs arising addition shall be borne exclusively by the purchaser.

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5.3

The risk passes to the buyer once the shipment has been handed over to the person performing the transport or has left the camp of the Hofmann GmbH for shipping purposes; this also applies when Hofmann GmbH organizes the transport with its own forces.

6. Warranty and Liability

6.1

The buyer has to check by a test processing, whether the goods is perfect and suitable for the intended use. If he does not any pre examination or fails this test, all liability is not for us in responsibility.

6.2

We reserve slight differences in the qualities, colors and sizes, which do not affect the usability of the product significantly, and calculated excess or short deliveries to +/- 10%.

Any complaints of the condition or the amount are to be raised and information of the order data and the invoice number and dispatch number.

6.2.1

On offers or order confirmations referred to measurements, weights and performance data are industry standard approximations. Such information is not to be understood as guaranteed characteristics.

6.2.2

As far as only one mistake per started ten running meters is given, this is not valid as material defect claims of the buyer founding lack.

6.2.3

Furthermore the regulations "technical terms of delivery for 1st choice fabrics", compiled from Mailleurop, the association of the mesh industries in the European Community, are valid.

6.3

Defects must be reported within 8 days after receipt of goods and before further processing of the goods dispatch place.

6.4

Properly raised and proven complaints, we will comply by reducing the price, repair, replacement or return of goods and refund the purchase price.

6.5

Rejected goods may only be returned with our explicit consent. Nevertheless, the adoption of goods returned to us, not envisaged, does not automatically mean that we accept the arguments put forward lack.

6.6

Damages and compensation claims by the purchaser due to defects of the goods delivered or the breach of obligations are excluded.

7. Delivery aggravations

7.1

By operating limitation, unforeseen production problems, equipment failure, abnormal absenteeism, lack of raw materials, energy shortages, strikes, riots, transportation difficulties and government action, as well as any kind of force majeure, no matter for what reason they were created, entitle the seller to fully or partly cease the supply and postpone the delivery dates of all contracts accordingly or withdraw from the contract.

7.2

Claims of the purchaser to replacement or to compensation for non-performance or delayed performance are excluded in this case.

8. Place of performance and jurisdiction

8.1

Performance is the company of the sellers seat.

8.2

In disputes decided by the ordinary courts. place of jurisdiction for all claims arising from the business relationship without regard to the amount in dispute, the district court Geislingen / platforms agreed. This jurisdiction is exclusively for active processes of the buyer against the seller. The Seller shall be entitled to appeal to the district court Ulm, when at the appropriate size of the claim the subject matter jurisdiction exists.

8.3

The seller is also entitled to bring an action before the general jurisdiction of the purchaser.

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9. General Provisions

9.1

If any provision of our general delivery and payment be ineffective or invalid, the seller and buyer agree that does not extend the partial invalidity or unenforceability of the whole delivery and payment in doubt.

9.2

The right of the Federal Republic of germany is valid for these terms of business and whole legal relations between Hofmann GmbH and the buyer.