

General Terms and Conditions of Sales of FEG Textiltechnik Forschungs- und Entwicklungsgesellschaft mbH

I. General Scope of Application

1. Our Terms and Conditions of Sale shall apply exclusively; unless we have expressly consented to them in writing, we shall not recognise any of the Buyer's own conditions which are contrary to or vary from our own. Our Terms and Conditions of Sale shall, in particular, also apply where we have made an unconditional delivery to the Buyer despite being aware that its own conditions are contrary to or vary from our own Terms and Conditions of Sale.
2. All agreements between us and the Buyer regarding the performance of the contract have been incorporated into the contract in writing.
3. Our Terms and Conditions of Sale shall only apply to entrepreneurs (Unternehmer) or legal persons governed by public law within the meaning of section 310(1) of the German Civil Code (Bürgerliches Gesetzbuch).
4. Our Terms and Conditions of Sale shall also apply to all future business dealings with the Buyer.

II. Conclusion of Contract Documents

1. Our offers shall be subject to change without notice and are not binding.
2. A contract shall first be concluded when we have confirmed our acceptance of the order or, otherwise at the latest, when we have performed our obligations under the contract.
3. We reserve all ownership rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made available to third parties without our express written consent. They shall be kept confidential.

III. Prices and Terms of Payment

1. Unless the order confirmation provides otherwise, our prices shall be ex works without packaging.
2. Our prices do not include the applicable statutory value added tax, which shall be shown separately in the amount prescribed by law on the date of the invoice.
3. Unless the order confirmation provides otherwise, the purchase price (without deductions) shall be paid net in Euros (EUR) in advance. The relevant statutory provisions shall apply regarding the consequences of a default in payment.
4. The Buyer shall only have a right of setoff, if its counterclaim against us is undisputed or non-appealable or if we have recognized the counterclaim. Furthermore, the Buyer shall only be entitled to the assertion of any retention right to the extent that its counterclaim arises from the same contractual relationship.

IV. Delivery Time

1. Unless otherwise agreed, delivery times shall be non-binding.
2. The period agreed for delivery does not begin until after all technical questions have been answered. The delivery deadline shall be considered to have been met if the goods have left our premises or if we have notified the Buyer of their readiness for delivery before the expiry of the delivery deadline.
3. In the event of force majeure or other unforeseeable circumstances for which we are not responsible (e.g. industrial action, disruptions to operations, disturbances to the supply of energy or the delivery of raw materials and other materials, transport disruptions, acts of public authorities etc.), the delivery time shall be extended by a reasonable period, if we are prevented from meeting our obligations punctually. If the aforementioned circumstances prevent us from making the delivery or make delivery unreasonable, we shall be released from our obligation to deliver the goods. If the delivery is delayed by more than six weeks, the Buyer shall be entitled to rescind the unfulfilled part of the contract. If the delivery time is extended or if we are released from our obligation to deliver due to one or more of the abovementioned circumstances, the Buyer shall not be entitled to claim damages on this basis. We may only rely on the abovementioned circumstances, if we have notified the Buyer immediately.
4. If the Buyer fails to accept delivery or if it intentionally or negligently breaches other obligations to cooperate, we shall be entitled demand compensation for the resulting loss incurred, including any additional expenses. We reserve the right to assert further claims for damages.
5. If the prerequisites in clause 4 have been fulfilled, the risk of accidental loss or deterioration of the goods purchased shall pass to the Buyer when it fails to accept delivery or is in default.

V. Passing of Risk

1. Unless the order confirmation provides otherwise, delivery shall be ex works.
2. If the Buyer wishes us to, we shall arrange for transport insurance for the delivery; any costs in respect hereof shall be borne by the Buyer.

VI. Liability for Defects

1. The warranty rights of the Buyer are conditional on its having duly performed its obligations under section 377 of the German Commercial Code (Handelsgesetzbuch) to examine the goods and to give notice of any defects in them.
2. Where the Buyer gives proper notice of the defect in due time and such notice is justified, we shall be entitled, to the exclusion of all other rights of the Buyer, first of all to elect whether to cure the defect or deliver goods free from defects (subsequent performance). In the event that we elect to cure the defect, we shall be obliged to bear all expenses necessary for such purpose, in particular expenses for transport, carriage, labour and materials, provided that these do not increase due to the fact that the goods purchased were brought to a place other than the original place of performance.
3. In the event that subsequent performance fails, the Buyer shall be entitled to elect whether to rescind the contract or demand a reduction in the purchase price (purchase price reduction).
4. We shall be liable in accordance with the statutory provisions if the Buyer claims damages based on our intentional wrongdoing or gross negligence as well as the intentional wrongdoing or gross negligence of our representatives or agents. Unless we are guilty of a deliberate breach of contract, our liability for damages shall be limited to the foreseeable damage that typically occurs.
5. We shall be liable as provided by law if we are guilty of a fundamental breach of contract that is intentional or negligent; in this event our liability for damages shall be limited to the foreseeable damage that typically occurs.
6. Our liability for injury to life, body or health shall remain unaffected; the same applies also to mandatory liability under the Product Liability Act (Produkthaftungsgesetz).
7. We shall not be bound by any guarantees unless we have expressly undertaken them. The provision of an exact description of the object of sale and its purpose does not of its own amount to a guarantee of same.
8. Except as otherwise provided above, all liability on our part is excluded.

9. The time limit for notification of defects shall expire 12 months from the date of the passing of risk.
10. The Buyers rights pursuant to sections 478 and 479 of the German Civil Code shall remain unaffected.

VII. Total Liability

1. Liability for damages beyond that provided for in clause VI. shall be excluded regardless of the legal nature of the claim made. This shall apply, in particular, to damages based on culpa in contrahendo, damages based on other breaches of duty and damages based on tort for compensation for damage to property pursuant to section 823 of the German Civil Code.
2. The limitation in clause 1 shall also apply if the Buyer demands compensation for its wasted expenditures rather than claiming damages in lieu of performance.
3. To the extent to which our liability for damages is excluded or limited, this also applies in respect of the personal liability for damages of our employees, workers, staff, representatives and agents.

VIII. Retention of Title

1. We reserve the title to the goods until we have received all payments under the contract for supply of goods.
2. The Buyer shall be obliged to treat the goods carefully; in particular, it shall be obliged to take out at its own expense adequate replacement value insurance to cover damage by fire, water or from theft. If maintenance and inspection work is necessary, the Buyer must conduct such work in due time at its own cost.
3. In the event that the goods are attached or otherwise interfered with by third parties, the Buyer must notify us of this in writing immediately so that we can file an action pursuant to section 771 of the Code of Civil Procedure (Zivilprozessordnung). If the third party is unable to compensate us for court costs or extra-judicial costs pursuant to section 771 of the Code of Civil Procedure, the Buyer shall be liable for our losses.
4. The Buyer shall be entitled to resell the goods delivered in the ordinary course of business. However, it herewith assigns to us its claims in the amount of the final invoice (i.e. value added tax is included) against purchasers or third parties which result from the resale. It shall be irrelevant whether or not the goods delivered are resold before or after they have been processed. The Buyer shall be entitled to enforce the abovementioned claims even after they have been assigned. Our authority to enforce the claims ourselves shall remain unaffected hereby. We undertake, however, not to enforce the claim provided that the Buyer meets its payments obligations from the proceeds it receives, does not default in payment and, in particular, no composition or insolvency proceedings are instituted against the Buyer and provided it does not cease payment. If the foregoing occurs, we may demand that the Buyer inform us immediately regarding the details of the assigned claims and the identity of its debtors, provide us with all details necessary for enforcing the claims, hand over all related documents and inform the debtors (third parties) of the assignment.
5. We hereby agree to release the securities to which we are entitled at the Buyer's request to the extent that the realizable value of our securities exceeds the value of the claims to be secured by more than 10%; we may select which securities are to be released.
6. In the event that the Buyer breaches the contract, in particular if it defaults in payment, we shall be entitled to reclaim the goods. If we reclaim the goods, this shall be tantamount to our rescinding the contract. After we have taken back the goods we shall be entitled to sell them. The proceeds of sale must be credited against the debts of the Purchaser after making a deduction for reasonable sales costs.

IX. Miscellaneous

1. The following storage and transport conditions shall apply to the goods:
 - a. Store the goods in their original packaging, in a dry location, protect it against moisture, direct sunlight and heat exposure,
 - b. Storage temperature: +15°C to +30°C,
 - c. Relative storage humidity: 25% to 65%,
 - d. Transport temperature: - 25°C to + 50°C.
2. The Buyer shall make certain that the goods are traceable and shall, therefore, set up and maintain a system that ensures that using the Buyer's records showing the code no., quantity, delivery date and batch no. the recipient of goods can be immediately determined in order to assure that goods can be recalled at our instructions or those of the responsible public authority.

X. Place of Jurisdiction - Place of Performance - Data Protection

1. If the Buyer is a trader (Kaufmann) or legal person governed by public law, the courts at the place where we have our place of business shall have jurisdiction; we shall, however, also be entitled to sue the Buyer before the courts at its place of residence or business.
2. Unless the order confirmation provides otherwise, our place of business shall be the place of performance.
3. The law of the Federal Republic of Germany shall apply and the United Nations Convention on the International Sale of Goods is excluded.
4. Personal data of the Buyer shall be stored by us or our affiliates insofar as this is necessary for the carrying out of business transactions.

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