



Terms of delivery and payment

§ 1 Validity of the terms

The deliveries, services and quotations of the seller will exclusively be realised on the basis of these general terms and conditions. Therefore, the same will also apply to all future business relations even if they will not always be agreed expressly. At the latest, upon receipt of the goods or services, these terms will be considered as accepted. We hereby disagree with counterconfirmations of the purchaser referring to his general terms and conditions and/or terms of purchase. Deviations from these terms shall only be effective with the written confirmation of the seller.

§ 2 Place of performance

Place of performance for all services from the contract of delivery shall always be the company's site in Stadtlohn.

§ 3 Jurisdiction

If the conditions for a jurisdiction agreement according to § 38 of the civil proceeding order are fulfilled, the court that is locally and materially competent for the seller shall be agreed as competent. This shall also apply for actions on a bill or a cheque.

§ 4 Delivery

The delivery of the purchased goods will be realised ex works in Stadtlohn. At the expense and risk of the purchaser. The packaging will be charged at cost price. As long as the shipment is realised in boxes or containers or the purchaser desires a special packaging, the purchaser will have to bear the corresponding costs. The seller shall be entitled to realise partial deliveries unless an entire performance has expressly been desired and also been confirmed by the seller. Orders in yard goods will be confirmed with approximate quantities. The seller reserves the right of over-deliveries or under-deliveries of 10 %. Orders in the particular qualities and colours below the smallest manufacturing unit of approx. 30 meters will require an extra charge for small quantity (addition for cutting - see price list). Small orders with a net value of goods under 100 € will require an extra charge (see price list). Return shipments by the purchaser require the written consent of the seller. In any case, they must be realised free warehouse Stadtlohn and will always be credited with 80 % of the value of good.

§ 5 Interruption of the delivery or acceptance

If the fulfilment of the delivery or acceptance period is not possible due to reasons that are not in the responsibility of the seller and/or purchaser, especially due to force majeure, strike, lockout or authority measures, the delivery and/or acceptance period will be extended correspondingly. This shall also apply if deliveries to the seller are not realised on schedule due to reasons that are not in his responsibility. Compensation claims shall be excluded unless in the case of intent and gross negligence.

§ 6 Subsequent delivery period

If the seller defaults with the delivery, the purchaser must grant a subsequent delivery period of 4 weeks. The subsequent delivery period will not begin before the delivery period has expired and will be counted from the day in which the purchaser receives the written notification by certified mail. Any claims of the purchaser due to delayed delivery before the subsequent delivery period has expired shall be excluded. The purchaser can only claim compensation claims due to delayed delivery against the seller if the same has delayed the delivery with intent or gross negligence. Transactions for delivery by a fixed dated will not be made.

§ 7 Right of rescission of the seller

The seller has right of rescission if his supplier does not produce the ordered goods any more or if, for reasons that are not in the responsibility of the seller, he does not deliver the ordered goods despite of repeated requests and in the case other failures of supplies without intent or gross negligence of the seller. Then, a compensation claim of the orderer shall be excluded. Furthermore, the seller has a right of rescission in the case of delayed payment by the purchaser or if the seller knows circumstances of the person or the financial circumstances of the purchaser that give reason to believe that the fulfilment of the purchase price is seriously at risk.

§ 8 Notice of defects

The purchaser must notify the seller in writing of all open, visible defects, shortfalls or wrong deliveries within three days upon receipt of the goods, otherwise the delivery is considered as accepted. Hidden defects must also be notified in writing, at the latest, within three days after they have been detected. The qualities are basically intended for decoration purposes and are not washable. A use as upholstery or furniture fabric and/or in other areas must be agreed with us in writing. After the cut or after the start of the processing of the delivered goods, any claim shall be excluded. Common or minor, technically not avoidable deviations of the goods in the quality, colour, width, cloth construction, weight, equipment or design as well as of the transparency and the surface condition (in the case of films) do not entitle the purchaser to present a notice of defects. In the case of a justified complaint, first, the purchaser has only the right to claim a rectification or substitute delivery. Return shipments without the consent of the seller shall not be admissible. Claims for damages are inadmissible unless they are not due to intent or gross negligence.

§ 9 Payment

Invoices will be made out the day of the delivery and/or of the provision of the goods. Abatements result from our current payment agreements.

If nothing else has been agreed, the invoices shall be payable as follows:

- within 14 days from the day of the issuing of the invoice with 3% discount for early payment (freight charges excluded)
- within 30 days from the day of the issuing of the invoice net.

Bills will only be accepted for payment upon special agreement. The purchaser will have to bear the discount and collection costs.

§ 10 Delayed payment

If the purchaser defaults with his payment, we will charge an interest of 8 % above the respective interest of the European Central Bank as damage caused by delay. The assertion of a higher damage caused by delay due to availment of bank credit shall be reserved. Before the payment of payable invoice amounts including interest for delay, the seller shall not be obliged to further deliveries from any running contract. If the purchaser does not fulfil his obligations to pay, if he defaults especially with partial invoices, if he does not cash a cheque or a bill or if he stops his payments or if the seller knows other circumstances that question the credit standing of the purchaser, the seller shall be entitled to set the entire remaining debt payable. In this case, the seller shall be entitled to claim cash payment for the outstanding deliveries with discontinuance of the term of payment before the shipment of the goods. The charging and retaining of payable invoice amounts shall be excluded as long as there does not exist an unquestioned or legally determined counterclaim.

§ 11 Retention of title

The seller shall be owner of the delivered goods until the complete payment of all receivables from the business relationship, including those that arise later, and until the encashment of all bills and cheques. However, the purchaser may sell or process the goods in the scope of a regular business operation. The purchaser will realise a possible processing of the goods subject to retention of title on behalf of the seller so that the same will remain the owner or co-owner of the new thing, i.e. proportionately of the value of the goods subject to retention of title of the seller to the value of the other goods that have been processed. If the ownership or the proportionate co-ownership of the seller perishes due to the processing, the purchaser will transfer the ownership and/or a proportionate co-ownership in the new thing already now.

§ 12 Sample or model protection

The purchaser will expressly be adverted that all designs, colour combinations etc. and models are protected according to the Design Act. Illegal imitations, duplications or other violations of the industrial property rights will be prosecuted by the seller and the levy of compensation claims shall be reserved.

§ 13 Applicable law, partial invalidity

Applicable for these terms and conditions and the entire legal relations between the seller and the purchaser shall be the law of the Federal Republic of Germany. If one stipulation of these terms and conditions is or becomes invalid, this shall not affect the validity of the other stipulations or agreements.