



General Terms and Conditions of Supply and Delivery for Export

1. General

- 1.1. Any deviations from our General Terms and Conditions of Supply and Delivery for Export shall require our explicit written confirmation.
- 1.2. German law shall apply (exclusive of the UN Convention on the International Sale of Goods or the European Conventions on the International Sale of Goods and the Formation of Contracts).
- 1.3. Insofar as our General Terms and Conditions of Supply and Delivery for Export do not specify any particular terms, the Incoterms and Uniform Customs and Practice for Documentary Credits drawn up by the Paris Chamber of Commerce shall also apply.

2. Delivery

- 2.1. Terms and periods for delivery shall be deemed to be complied with if the merchandise has been shipped in due time or notice that the merchandise is ready for shipment has been given in due time.
- 2.2. In the event we shall be in default with delivery, the Buyer may withdraw from the contract after having given notice in writing and allowing a reasonable period of at least one month to remedy the default. The right to withdraw from the contract shall be limited to such merchandise which has not been shipped upon expiry of said additional period. Claims for damages for non-compliance with delivery periods and delivery terms shall be expressly waived and excluded.
- 2.3. In the event of force majeure and other circumstances under which shipment is unreasonably burdensome, delayed or even impossible and which are beyond our reasonable control, we shall be authorized to extend any delivery period and any delivery time for any such event or events of force majeure or otherwise and any reasonable time thereafter required to arrange shipment of the merchandise. We shall, furthermore, be entitled to withdraw from the contract in part or total to the extent the contract has not been duly performed. Claims on the part of the buyer for specific performance, damages or the right to rescind and withdraw from the contract shall be expressly waived and excluded. An event or events as referred to shall include acts of god, production shortfalls, labour strikes, lock-outs, transportation problems, short-falls of raw materials and/or any acts or decision of public authorities.

3. Shipment and Risk

- 3.1. The terms of shipment as shown on the front page of invoice shall be those applied..
- 3.2. If shipment is delayed due to an event or events caused by the Buyer, we shall be authorized to store the merchandise at cost and at the Buyer's risk or to dispose of the merchandise after prior notification at our discretion on the market.
- 3.3. Shipment, selection of the route and means of transportation as well as proper packaging shall be arranged by us with due diligence but without acceptance of any liability.

4. Payment

- 4.1. The terms of payment as shown on the front page of invoice shall be those applied.
- 4.2. Interest shall be charged on payments in arrears. Said interest shall be charged at 2 percentage points above the applicable or statutory rate, without notice of defaults being required.
- 4.3. Bills of exchange and cheques shall be accepted subject to receipt of payment and without any liability for ordinary presentation and protest in due time.
In the case of bills of exchange we shall charge the rate of interest and commissions as usually charged by banks.
- 4.4. If the Buyer is in default with any payment or if the financial situation of the Buyer deteriorates, we shall be entitled to request cash payment against delivery of outstanding merchandise.
- 4.5. The Buyer shall not be entitled to set off or retain any payments due in case of claims which are contested.

5. Customs and Duties

Customs and other import duties shall be borne by the Buyer. All prices quoted exclude the sales or other taxes currently in effect which are likewise for the account of the Buyer.

6. Retention of Title and other Security Rights

- 6.1. The merchandise shall remain our property and title shall not pass to the Buyer until all present and future claims on our part based on any legal grounds whatsoever have been fulfilled. In the event any or all of our claims are booked to a current and open account, retention of title shall not be affected by any settlement and/or confirmation of any balance of such account.
- 6.2. In this context bills of exchange or other bills of debt shall not be accepted as payment in the above sense.
- 6.3. In the event of re-sale of any merchandise subject to retention of title to any third party any and all accounts receivable due to the Buyer are hereby transferred and assigned in the total amount to us and are pledged as collateral for any and all of our claims in the same way as the merchandise itself.
- 6.4. Insofar as the aforementioned security agreements shall not be valid under the law of the country in which the merchandise is located, then the alternative security measure which is valid under the relevant law and comes closest to the aforementioned security purpose shall be deemed to have been agreed. The Buyer shall be obliged to make all provisions required for the substantiation and maintenance of such rights.

7. Guarantees and Liability

- 7.1. Minor technical deviations in quality, colour, weight, fittings or design of the merchandise which are unavoidable or any deviations usual and acceptable in the business, shall be expressly reserved.
- 7.2. Claims by the Buyer for breach of warranty must be notified in writing within 12 days following receipt of the merchandise.
- 7.3. Any claims relating to obvious defects shall be excluded once the merchandise has been cut or worked on in any other way.
- 7.4. The Buyer shall be obliged to notify the Vendor regarding concealed defects immediately upon their discovery.
- 7.5. In the event of justified claims we shall, at our option, supply merchandise of the same quality and quantity without any defects in place of the defective merchandise or shall agree to reduce the purchase price. Any and all other claims of whatsoever nature and for any reasons whatsoever shall – to the extent permitted under law – be expressly waived and excluded, be it for direct damages or for any indirect and consequential damages.
- 7.6. The statutory period of limitation for warranty claims shall be 5 years, insofar as the carpeting merchandise shall be permanently bonded to the end consumer's building structure. The warranty period for carpeting merchandise not permanently bonded to the building shall be 2 years.
- 7.7. The Vendor's liability shall be offset against compensation for the Buyer's exploitation of his rights with regard to the merchandise. This offsetting shall be based on the length of usage of the carpeting merchandise and the presumed period of usability.

8. Oversupply

For custom orders the Vendor shall be entitled to oversupply the order by a maximum of 3%.

9. Legal Venue

The legal venue for all disputes (including disputes arising from cheques or bills of exchange) shall be either at the plaintiff's choice the domicile of the trading establishment of one of the parties or the legal domicile of Vendor's professional organisation. The court first applied to shall be responsible.

Note: In the case of cut pile carpeting merchandise, so-called 'shading' can occur in rare cases. This is a product-specific phenomenon which does not represent a product defect; liability for shading shall be expressly excluded. We thus recommend informing consumers accordingly and/or including this note when reselling carpet merchandise.