

I. General Terms and Conditions

§ 1 Place of Jurisdiction

The place of jurisdiction, including proceedings for cheques, bills and deeds, is Albstadt. We are however entitled to sue the Buyer at any other legally authorised place of jurisdiction. Applicable is the law of the Federal Republic of Germany.

§ 2 Prices

All deliveries are made pursuant to the list prices that are valid on the day of shipment (available under: www.daiber.de) plus statutory VAT. Our prices are quoted as net prices in EURO, unless a different arrangement has been explicitly agreed upon in writing.

§ 3 Delivery, Transfer of Risk

The delivery of the goods is ex works. Shipping costs shall be borne by the Buyer.

§ 4 Delivery Times

The delivery period begins on the date of the order intake, however not before the exhaustive clarification of all details, of which knowledge is necessary for the execution. Insofar as a delivery period is due to justifiable reasons, exceeded by us by more than 18 days and insofar as the grace period set by the Buyer in writing, pursuant to the date of default, expired without success, the Buyer is entitled to withdraw from the contract. In the case of delayed delivery due to force majeure or other despite reasonable care unavoidable obstacles, including transport delays, strikes as well as labour disputes with our suppliers, we shall not be deemed to roll into default of delivery, for the duration of such events. Damages due to delay or impossibility of subsequent delivery are excluded, except for cases of wilful misconduct and gross negligence.

§ 5 Payments

Invoices are payable within 30 days net, unless a different arrangement has been explicitly agreed upon in writing. A payment is considered complete when it has been credited to our account. Priority shall be given to the use of incoming payments to offset the oldest debt. Bills of exchanges and cheques shall only be accepted by us subject to final settlement, with no assumption on our part for the costs and charges arising therefrom. Insofar as the payment terms are not complied with without a justifiable reason, all our claims, including those for which instalment or deferred payment has been agreed upon, shall be deemed as due immediately. The Buyer only reserves the right of offset against counterclaims that are undisputed or have been legally established.

§ 6 Reservation of Title

All delivered goods remain our property until full payment of all our claims against the Buyer. The Buyer may sell or further process the goods in the ordinary course of business operations. Other dispositions such as the pledge or the chattel mortgage of our goods are excluded. The claims of the Buyer from the resale of our goods, are herewith as of now, already assigned to us. The Buyer herewith authorises us, in the event of payment default, to directly assert the assigned claims of the Buyer against his customers, on his/her own behalf. We herewith undertake upon the request of the Buyer, to release the assigned receivables, to the extent that their total amount exceeds our claims by more than 20%.

§ 7 Warranty / Liability

In case of defects, we are free to choose between the different forms of remedy. In the case of a three-time failure of subsequent performance, the Buyer has the right to withdraw from the contract, or demand for a reduction. Any liability on our part is excluded. This does not apply with regard to the exclusion or limitation of liability for damages resulting from injury to life, limb or health that are due to a negligent breach of duty of the Seller or an intentional or negligent breach of duty by a legal representative or by vicarious agents of the Seller, likewise in the case of an exclusion or limitation of

liability for other damages that are due to an intentional or grossly negligent breach of duty by a legal representative or by vicarious agents of the Seller. This limitation of liability however does not cover the direct damage caused by the absence of warranted properties and such damages due to defects, against which the Buyer should have been secured on account of the warranted properties. In the case of other consequential damages due to defects, we shall only be liable in the preceding limited manner.

§ 8 Motif Offers / Rights on Motifs

The risk of applicability of the motifs procured from us for the intended purpose shall be borne by the Buyer, unless a different arrangement has been explicitly agreed upon in writing. We can not accept any warranty that their use does not violate the rights of third parties.

It is the duty of the Finisher to ensure at the time of the print of the motifs and patterns that the use thereof does not violate intellectual property rights of third parties or else to procure the relevant consent for the use thereof.

Insofar as an own motif / pattern / design of the Customer of the Daiber GmbH is transmitted for processing / manufacturing or the Customer exerts any other form of creative influence on the product, the Customer shall warrant the absence of the violation of intellectual property rights of third parties, therefrom, in particular trade names, copyrights, - personality, and / or trademark rights. The Contractee / Customer shall insofar as he/she is accountable for the breach of duty, waive the Daiber GmbH from all demands and claims that are due to the infringement of such third-party rights. The Daiber GmbH is not obliged to review the submitted motifs / patterns / designs, but is however entitled in cases of reasonable suspicion of an infringement, to cease work, up to clarification thereof. Any damage and frustrated expenses, in the case of the violation of the rights described above, shall be borne by the Contractee / Customer.

§ 8a In the case of Finishing

Pursuant to the start of the processing of the delivered goods by the Buyer, any claim of apparent defects, including those that should have been noted pursuant to due inspection (§ 377 of the German Commercial Code - HGB), shall be deemed as excluded. In the case of envisaged finishing, a constituent part of the inspection is to create a PROOF SAMPLE and to communicate any possible complaints in connection with the processed material. The Buyer shall be deemed to conduct the process of the finishing of the delivered goods at his/her own risk. In any case, the INSTRUCTIONS provided by the Seller for a finishing, shall have to be observed. No liability of whatever nature shall be accepted, with the exception of the liability cases excluded in § 7, insofar as a finishing has not been carried out in compliance with our instructions, in particular with regard to the application of finishing technologies.

§ 9 Final Provisions

- a) The place of performance is Albstadt.
- b) In the event that any of the above provisions is ineffective, this shall have no effect on the effectiveness of the remaining provisions.

II. General Terms and Conditions for Work Contracts in the case of Textile

Finishing through Daiber

Applicable are the Unified Terms for Textile Commission Finishing Orders, as amended on 01.07.2012, along with any supplementary provisions, insofar as these do not contradict the General Terms and Conditions pursuant to I.

You can access the Unified Terms for Textile Commission Finishing Orders, as amended on 01.07.2012, on: <https://www.daiber.de/en/termsandconditions/unified-terms-finishing-orders/>.