

UNIFIED TERMS FOR TEXTILE COMMISSION FINISHING ORDERS

As amended on 01.07.2012

§ 1 Scope of Application

- (1) The "Unified Terms for Textile Commission Finishing Orders" (hereinafter referred to as "UTTCFO") and supplementary provisions shall apply for all textile finishing orders between the Contractee of the Finisher ("the Contractee") and the Finisher. The supplementary provisions shall take preference in the event of any contradiction between the UTTCFO and the supplementary provisions.
- (2) The UTTCFO shall apply for all future transactions between the Finisher and the Contractee. Confirmation of each individual order with reference to these terms and conditions shall not be necessary.
- (3) The following provisions shall apply to the storage of goods for which a final specific order does not yet exist and which have not been released for finishing: §§ 7 (2), (3), (5); (8); 12 (1); 13; 18 – 24.
- (4) The prices, conditions and supplementary provisions valid at the time of acceptance of the order shall apply for the individual finishing order.
- (5) The UTTCFO shall apply exclusively for business entities as defined by § 310 (1) German Civil Code (BGB).

§ 2 Acceptance of Order, Price

- (1) A finishing order shall be deemed to be accepted, provided the Finisher has not refused acceptance, as of the day on which the goods arrived at the Finisher's and have been definitely and specifically ordered by the Contractee and released for finishing.
- (2) Unless otherwise agreed, the finishing price is valid exclusively for the finishing performance as such. Further details are regulated by § 1 of the Unified Terms for Textile Commission Finishing Orders.
- (3) Separate remuneration shall be required in particular for
 - a) necessary additional finishing performance which was not foreseeable at the time of order placement;
 - b) costs for transport and packaging, including pallets, trestles, boxes and shipment charges;
 - c) costs and outlays for customs clearance. In such cases, the Contractee shall provide the Finisher with a separate written order for the provision of all declarations necessary for customs clearance. § 18 (5) applies.
 - d) Ancillary services (winding, spooling etc.).

§ 3 Designation of Order and Consignment Slip

- (1) The finishing process shall be clearly described in writing with each order.
- (2) Insofar as no specification has been made by the Contractee, the Finisher shall decide on the choice of appropriate process, the dyes and chemicals, taking into account the required finishing result and the nature of the goods.
- (3) A consignment slip with precise information of the quantity and kind of goods shall be furnished to the Finisher when forwarding the goods.
- (4) With the placement of the order, the Finisher shall be notified upon demand of the approximate purchase prices and/or the manufacturing costs in the case of self-manufactured goods.

§ 4 Information on the Nature of the Goods and Intended Purpose

- (1) With the placement of the order, the Finisher shall be informed explicitly in writing of the exact description of the yarn, structure of the goods, type and extent of pre-treatment, the sizing agents used and the colour fastness and purpose of use. In particular, the type and condition of yarn used in the goods and, in the case of blended yarns and cloth made from blended yarns, the blending percentage, shall also be exactly indicated.
- (2) The Contractee guarantees the Finisher the correctness and completeness of the information provided pursuant to paragraph 1 above as well as the supplementary provisions. The Contractee also guarantees that his/her goods are free from foreign objects.

§ 5 Declaration of Ownership of Grey Goods

(1) With the placement of the order, the Finisher shall be provided without undue delay upon request with any relevant information insofar as the goods delivered for finishing are not owned by the Contractee, but by a third party or insofar as they are subject to the rights of a third party, and in particular insofar as they were delivered under reservation of ownership, insofar as ownership to them was transferred as collateral, or insofar as they were sold or pledged.

(2) Insofar as the ownership of the goods changes after provision of the foregoing information and while the goods are still with the Finisher, the Finisher shall be notified of any such change of ownership without delay.

(3) Failure to declare ownership or to do so inadequately will give rise to appropriate claims for damages against the Contractee.

(4) The Finisher shall have the right to temporarily impound the goods; insofar as a third party asserts claims for delivery instead of the Contractee and shows reasonable grounds for such claims. In the case of temporary impounding, the Contractee cannot make any claims for damages against the Finisher.

§ 6 Suspension of Finishing

The Finisher shall not be obliged to commence work on goods or continue processing them as long as the information required by §§ 3 - 5 has not been provided.

§ 7 Security Rights

(1) With the delivery of the goods to be finished, the Contractee grants the Finisher a lien securing all present and future claims of the latter resulting from the existing transaction. The Finisher's statutory lien and right of seizure remain unaffected.

(2) The Contractee simultaneously transfers to the Finisher the expectant rights to which he/she is entitled for the acquisition or re-acquisition of the goods to be finished. When the finished goods are delivered, these rights shall remain until the secured claims are settled.

(3) On behalf of the Finisher, the Contractee shall store returned goods and return them to the Finisher upon demand, insofar as one of the provisions for the lapse of the payment deadline pursuant to § 18 paragraph 3, sentence 1 of these Unified Terms has occurred. The Contractee is entitled to sell the goods in the regular course of business. The Finisher shall thus remain the indirect owner of the goods, so that he/she can claim for expenses incurred against the Contractee's suppliers, or against the holders of liens should these persons request the delivery of the goods.

(4) The Contractee shall notify the Finisher in writing of any distraints or other actions by third parties so that the Finisher can take action pursuant to § 771 German Code of Civil Procedure (ZPO). Insofar as the third party is unable to compensate the Finisher for court or out-of-court costs for a claim pursuant to § 771 German Code of Civil Procedure, the Contractee shall be liable to the Finisher for the losses incurred.

(5) Until complete payment of the finishing charge, the Contractee assigns to the Finisher herewith the right to the proceeds, from a further sale of the finished goods, also insofar as the goods have been transformed. The assignment is limited to the net charge for finishing the sold goods, exclusive of value added tax (VAT). The Finisher shall not demand the assigned claim as long as the Contractee honours his/her payment obligations. The Contractee, however, is under obligation upon demand to notify the Finisher of the third party debtors and to notify them of such assignment. In the event of any cessation of payment, the Contractee is obliged to provide the Finisher with a statement of existing goods and their level of processing, and to forward a statement of claims to third party debtors.

(6) Insofar as the value of the secured rights exceeds the claims of the Finisher against the Contractee by more than 10 %, the Finisher shall be obliged upon demand by the Contractee to release collateral of his/her choice to that extent.

§ 8 Sampling, Retesting

(1) The Finisher has the right to take untreated or fully finished cuttings from goods he/she has been sent for finishing as evidence to be treated confidentially. This provision does not apply to finished clothing articles (stockings, gloves etc.) and customized goods.

(2) Notwithstanding the Finisher's above duty of care during finishing, the Finisher is not obliged to examine the delivered goods.

§ 9 Delivery Date

An obligation to meet specific delivery dates can only be accepted by explicit written agreement by the Finisher upon acceptance of the order. Tacit acceptance of orders with a stated delivery date does not constitute confirmation of a delivery date.

§ 10 Period of Grace for Subsequent Delivery

(1) Insofar as the Finisher is in default of a delivery period specified in accordance with § 9, or insofar as he/she fails to deliver following expiration of an adequate period of time despite reminder by the Contractee, the Contractee shall grant the Finisher an additional period of delivery ("period of grace") of 12 days in the case of an agreed delivery date, otherwise 25 days. A period of grace for delivery can only be set after expiration of the delivery date and commences upon receipt of the Contractee's written notification by the Finisher.

(2) Contractee claims because of late delivery prior to the end of the period of grace shall be excluded.

§ 11 Interrupted Delivery

(1) In the case of force majeure, labour disputes for which the Finisher is not responsible and any such non-negligent factory interruptions that have lasted longer than or are expected to last longer than one week, the delivery period shall be extended by the duration of the disruption, however by no more than 5 weeks plus period of grace. This extension does not apply, insofar as the Contractee is not notified without delay of the reason for the disruption as soon as it is known that the above mentioned periods cannot be met.

(2) Insofar as the delivery or acceptance is not made in good time, the other contractual party may withdraw from the contract. The party withdrawing from the contract, however, must give written notification at least two weeks before exercising his/her right to withdraw from the contract.

(3) Insofar as the disruption has lasted longer than 5 weeks and the other contractual party has not been notified without delay that the goods will be delivered or accepted in good time, the other contractual party can withdraw from the contract immediately.

(4) Claims for damages are excluded in the aforementioned cases.

§ 12 Liability Disclaimer

(1) The Finisher shall not be liable for the direct and indirect consequences of work stoppages, accidents, war, government measures, economic disputes and resulting work stoppages and consequences thereof, riot, pillage, riotous assembly of masses of persons and defence measures against them, sabotage, damage by animals and mildew stains, insofar as it can be proven that the Finisher took adequate measures to avoid such damages and losses.

(2) The warranty and liability is furthermore excluded for defects and damages that

a) notwithstanding the requirement to provide information under § 4, are caused by the condition of the goods;

b) are caused by foreign objects in the Contractee's goods, insofar as these were present upon arrival of the goods at the Finisher's factory;

c) are caused by incorrect or incomplete information by the Contractee in the sense of § 4 paragraph 1, consignment slips or non-recognisable harmful Contractee handling instructions.

(3) The Finisher is not liable

a) for defects, notwithstanding the information to be given under § 4, caused directly or indirectly by pre-treatment of the goods by the Contractee or a third party;

b) in the case of special finishing and re-dyeing orders;

c) for defects that, notwithstanding the information to be given under § 4, are caused directly or indirectly by the application of an inappropriate size for the finishing of the goods supplied for finishing.

(4) The Finisher cannot claim exclusion of liability pursuant to paragraph 2 and 3, insofar as the defects and damages being claimed by the Contractee are the result of any fault by the Finisher during the finishing process, notwithstanding the conditions for the exclusion of liability.

(5) The Finisher is not responsible for commercially common deviations or minor technical, non-avoidable deteriorations and deviations, e.g. in quality, colour, gauge, weight, equipment or design.

(6) The grey widths of the goods to be finished shall be determined in agreement with the Finisher so that the required finished widths can be achieved without risk of damage to the goods. Insofar as inadequate grey widths are delivered, the Finisher shall be exempt from liability for damages and losses as a result thereof.

§ 13 Insurance, Storage Costs, Ownership of Transport Means

(1) The goods given to the Finisher for processing are not insured by the Finisher against any risks, in particular not against fire damage.

(2) The Finisher stores the grey goods free of charge for a period of twelve months from the delivery date, insofar as the grey goods are assigned for processing by the Contractee during this period. Insofar as the grey goods are not assigned for processing during this period, the Finisher shall be entitled after a period of six months from delivery to remuneration at typical local storage charges, for the duration of storage. Under all circumstances, the Finisher shall notify the Contractee at least one month in advance, of the storage costs being charged.

(3) Insofar as the supplied goods are returned at the Contractee's request without having been processed for reasons for which the Finisher is not responsible, the Finisher shall be entitled to charge compensation for the costs of placement into and removal from storage as well as transport costs.

(4) Transport means such as pallets, trestles, boxes that are not remunerated separately, remain the property of the Finisher. Insofar as the Contractee fails, within a period of 45 days, to hand over transport means belonging to the Finisher, despite a request to this end, the Finisher shall be entitled to charge the Contractee for such transport means.

§ 14 Notification of a Defect

(1) Insofar as the Contractee wishes to assert a claim, processing of goods shall be interrupted or ceased immediately and the Finisher notified.

(2) Claims are to be made in writing by the Contractee upon delivery of the goods to the Contractee or a delivery point he/she has specified, namely with notification to the Finisher

a) in the case of obvious defects, without undue delay and not later than within 14 days and

b) in the case of hidden defects, without undue delay upon discovery, not later than within 12 months.

(3) No claim may be made with regard to goods that have been further processed or treated, if hidden defects exist for which the Finisher is not responsible.

(4) Goods that have become the subject of a claim shall be submitted to the Finisher.

(5) If the Contractee has the finished goods stored by the Finisher, the aforementioned periods shall commence upon receipt of the invoice relating to the goods submitted by the Finisher to the Contractee. The Finisher is obliged to grant the Contractee the opportunity to examine the goods kept in storage.

§ 15 Supplementary Performance and Damage Compensation

(1) In the event of improper results of finishing or other justified complaints and insofar as the Finisher's liability is not excluded, the Finisher shall initially be given the opportunity to arrange for rectification, at his/her own discretion. Under all circumstances, the Finisher shall also be entitled to make compensatory deliveries within a reasonable period. In the case of colour deviations that do not fall under § 12 (5), supplementary performance shall also include re-dyeing in a standard market colour, pursuant to prior consultation with the Contractee in cases of articles that are marketable in another colour. In the case of replacement deliveries or other necessity, the Contractee shall make available, upon demand by the Finisher, any necessary raw materials at net cost price at which they can be manufactured or purchased, insofar as this is possible and reasonably acceptable for the Finisher.

(2) Insofar as the Finisher does not make any use of his/her own right to correct, re-dye, to a supplementary performance or replacement delivery, or fails to meet requirements or insofar the latter is not possible, the Contractee can demand for a reduction or, insofar as the Finisher is responsible for the defect, claim damages or make use of his/her right to withdraw from the contract. For defects in handling as a result of obvious or hidden defects that are discovered before further processing of the goods, the liability of the Finisher for damages shall not exceed payment of the proven sales price for correspondingly finished Contractee goods on the day of the receipt of the complaint, taking into consideration a salvage value of the goods in question.

(3) The Finisher shall be liable in accordance with statutory provisions for other damage claims of the Contractee, e.g. for hidden defects which are only discovered in the course of further processing.

(4) Claims for damages that relate to minor violations of a collateral duty, as well as the compensation for consequential damages that are not related to circumstances typically associated with a finishing order and therefore are not foreseeable for the Finisher, shall be excluded under all circumstances. This shall not apply for damages to health, life and limb as a result of negligent violation of duty by the user or a deliberate or negligent violation of duty by a legal representative of the user or person assisting in the fulfilment of the user's contract.

§ 16 Finishing Prices in the Event of Withdrawal from Contract or a Damage Event

In the event of withdrawal from a contract by the Contractee or the Finisher in accordance with § 11 or in the event of damage for which neither party shall be held responsible and which render performance of the contract impossible, the Finisher shall be entitled to remuneration of finishing work commenced or completed prior to declaration of withdrawal from the contract or occurrence of damage.

§ 17 Invoicing

(1) Invoicing of finishing charges shall take place either following delivery of the goods to be finished or upon completion of finishing of goods.

(2) In the case of invoicing after delivery, the invoice shall be issued for the goods accepted for finishing within a month on the last day of that month, irrespective of the actual return delivery date of such goods.

(3) In the case of invoicing after completed finishing, the invoice shall be issued:

- a) for goods finished during the period from the 1st to the 15th day of a month on the 15th of that month;
- b) for goods finished during the period from the 16th to the last day of the month on the last day of that month.

§ 18 Terms of Payment

(1) Invoices are payable within 30 days, calculated from the date of the invoice, net and without any deductions. Deductions (e.g. for postage, bank transfer or insurance fees) are not permitted.

(2) Date of payment in the case of payment by bank, shall be deemed to be the day, preceding the day on which the payment is credited by the Finisher's bank, and in the case of payment by messenger the day on which confirmation of payment is issued by the Finisher.

(3) All terms of payment shall become void, insofar as the Contractee is in default of a due payment, ceases payments, insolvency proceedings are started in respect of his/her assets or insofar as his/her financial circumstances are subject to a serious deterioration. Under these circumstances, the Finisher may request payment in cash before any further deliveries are made.

(4) Payments are first used for settlement of the oldest unpaid invoices. Moreover, § 367 (1) German Civil Code shall apply.

(5) All invoices for cash expenditure such as freight, postage, customs duties etc. are payable immediately.

§ 19 Method of Payment

(1) Payments are to be made in Euro. In the event that payments are made in a foreign currency, the value received in Euro will be credited in accordance with the bank statement.

(2) Payments shall be made in cash, by cheque or bank transfer. Payments by cash, check or bank transfer made upon submission of a Contractee bill of exchange issued by the Finisher, shall only be deemed to be in place of payment, insofar as the bill has been honoured by the Contractee and the Finisher is thus relieved from the liability under the bill of exchange.

(3) Bills of exchange which are accepted as payment shall be deemed to be offers of payment only and not as accepted in place of payment. Their terms must not be less than 10 days and more than 3 months. Bank, discount and collection charges shall be refunded to the Finisher.

§ 20 Interest

In cases where payment deadlines are exceeded, default interest shall be charged at a rate of 8 percentage points above the base interest rate fixed by the German Federal Reserve Bank applicable at such time.

§ 21 Counter Claims

(1) Offsetting and deductions for due invoice amounts are only permitted in the case of undisputed or legally enforceable established claims, insofar as these do not consist of claims for damages in close (synallagmatic) connection with the right of the orderer to a fault-free fulfilment of contract.

(2) Claims for incorrect invoicing must be made within 4 months from the invoice date.

§ 22 Place of Performance, Place of Jurisdiction and Applicable Law

(1) Place of performance for both parties for claims resulting from business transactions subject to these terms and conditions, in particular for delivery and payment, shall be the establishment of the Finisher. The place of jurisdiction shall at the discretion of the Finisher, either be at his/her establishment or Frankfurt am Main, Germany.

(2) The laws of the Federal Republic of Germany shall apply under exclusion of the UN Convention on the International Sale of Goods (CISG).

§ 23 Competence

All disputes arising from business transactions subject to these terms and conditions shall be settled either by the ordinary court or by the arbitration tribunal foreseen in § 24. Objection to competence shall not be allowed if a dispute has been brought before one of the two aforementioned courts.

§ 24 Arbitration Tribunal

a) Composition

(1) The arbitration tribunal consists of two arbitrators and a chairman. The parties may agree that a dispute shall be decided by one arbitrator alone.

(2) The chairman of the arbitration tribunal, or the sole presiding arbitrator, must be qualified to hold the office of a judge.

(3) The complaining party shall inform the other party by registered letter, briefly describing the matter in dispute, of the arbitrator he/she has appointed and requesting the other party to do the same within one week. The other party shall comply with this request even if he/she refuses to accept the arbitrator nominated. Insofar as he/she fails to comply within the set period, the second arbitrator shall be appointed at the request of the complaining party by the President of the District Court having jurisdiction for the Finisher pursuant to § 22.

(4) Insofar as an arbitrator refuses to accept the office or is not available for any other reason, the appointing party shall, upon the request of the other party, appoint a new arbitrator within one week. Insofar as he/she fails to do so, the appointment shall again be made by the President of the District Court having jurisdiction for the Finisher pursuant to § 22. Insofar as the arbitrator has already been appointed by the President of the District Court, the latter shall appoint a new arbitrator upon motion by the complaining party.

(5) The chairman is elected by the arbitrators. Insofar as they cannot reach an agreement within two weeks after the appointment of the arbitrators, either of the two parties may request for the appointment of the chairman by the President of the District Court having jurisdiction for the Finisher, pursuant to § 22.

(6) Likewise, either party may request for the appointment of the arbitrator by the President of the District Court, should the parties not agree on a person within two weeks.

(b) Procedure

(7) Arbitration tribunal proceedings shall be governed by the provisions of the tenth book of the German Code of Civil Procedure. Its decision shall be final.

(8) The arbitration tribunal shall also decide on the costs of the proceedings under corresponding application of the provisions of the German Code of Civil Procedure.

(9) The District Court having jurisdiction for the Finisher pursuant to § 22 shall be the presiding court as defined by § 1035 of the German Code of Civil Procedure, irrespective of the amount in the dispute.

PROVISIONS ON THE FINISHING OF YARNS, SPUN YARNS AND OF FIBRE, SUPPLEMENTARY TO THE UNIFIED TERMS FOR TEXTILE COMMISSION FINISHING ORDERS

§ 1 Finishing Prices

The finishing price applies exclusively to the finishing process as determined by colour groups and the properties required by quantity, as well as by make-up and by quality.

§ 2 Weight Calculation

(1) The calculation is based on the weight determined upon delivery. The minimum weight is the conditioned weight, provided it is higher than the minimum weight determined in the written offers; otherwise, the latter is to be used.

(2) The weight of form and presentation, under exclusion of metal and plastic tubes, shall be taken into account for the determination of the weight to be used for calculations.

§ 3 Liability Disclaimer

The Finisher shall not be liable for finishing defects, damages and losses

- a) due to the form and presentation of the goods, in particular resulting from different bobbin weights or different Shore hardness values;
- b) if, after dyeing, the goods are treated with preparations by the Contractee or his/her purchaser and the defect can be shown to have been caused by those preparations;
- c) which result from Contractee requests for different qualities to be combined in lots for processing.

§ 4 Special Provisions for the Finishing of Natural Silk

- a) Result of weighting: Weighting shall be carried out in a manner that is within the scope of the minimum and maximum data requested by the Contractee. Insofar as the results for individual lots are below the requested minimum figure, the invoicing thereof shall be based on the lower weighting schedule only if the average results for the entire weighting lot in question are under the requested minimum figure.
- b) Fast dyeing: Warranty will only be given for fast dyeing insofar as an improvement of normal dyeing is technically possible.
- c) Liability disclaimer: The Finisher shall not be liable for
 - aa) the finishing of greg yarn which has not been re-reeled in accordance with the Grant method, or which bears husks;
 - bb) result and compliance of required weighting when the raw silk is already weighted;
 - cc) pre-weighted silk stored at the Finisher's for more than three months without specific order;
 - dd) "red stains" which may result from external influences after dyeing.

PROVISIONS ON PRINTING, SUPPLEMENTARY TO THE UNIFIED CONDITIONS FOR TEXTILE COMMISSION FINISHING ORDERS

§ 1 Finishing Price

The finishing price applies exclusively to the finishing processes determined by colour groups, printing patterns and the required specifications, as well as by quantity and quality.

§ 2 Re-measuring,

In the case of re-measuring, re-weighing and marking of grey goods, the marking of the pieces (piece numbers) shall be attached by the Contractee at the end of the piece, preferably 50 cm from the end.

§ 3 Basis of Calculation

The finishing price shall be calculated on the basis of finished lengths delivered.

§ 4 Term: “One Quality”

This term is understood to mean goods made from the same spinning materials, from the same spun yarns, of the same origin, of the same count or the same yarn number, of the same weight, of the same grey width, of the same warp and weft and of the same weave or construction.

§ 5 Guarantee of Finished Measurements and Weights

(1) No guarantee will be accepted for a specific length or width or for a specific weight of finished goods; data relating to individual pieces or part deliveries may not be used as a basis for the whole order.

(2) Insofar as a specific shrinkage in length has been agreed upon in individual cases for a specific article, the Finisher shall only be liable if this shrinkage in length is exceeded, in the case of elastic fabrics, heavy milled goods or knitted goods by more than 5 %, in the case of other woven fabrics by more than 2 %, in each case based on the total quantity delivered to the Finisher. Insofar as these tolerances are exceeded, compensation shall only be paid for the loss of length exceeding such tolerances.

§ 6 Marking of Faults and Piece Ends

(1) Marking of faults by the Finisher does not exempt the Contractee from his/her obligation to inspect the finished lot.

(2) No undertaking will be made to return the finished goods with the original ends; both ends up to 50 cm and other minor sections of the pieces which have to be cut off in the normal course of finishing and make-up shall be deemed to be unavoidable waste.

§ 7 Liability Disclaimer

Under § 12 of the Unified Conditions for Textile Commission Finishing Orders, any liability of the Finisher shall be excluded for

- a) imperfect fastness (fastness to light, water, rubbing, washing, perspiration etc.) insofar as the degree of fastness of the available dyestuffs is limited;
- b) faulty print, unless the fault is not due to the condition or the nature of the grey goods or to the style of designs ordered by the Contractee;
- c) alterations of metallic threads;
- d) warp printing;
- e) defects which are due to the fact that the designs are suited to fabrics other than the goods being printed, provided the Finisher has given prior notice thereof;
- f) varying printing results when various qualities are combined at Contractee request in one lot for processing.

§ 8 Printing Colours and Number of Colourways

(1) In the determination of the number of colours (colour factor), only the print-on colours of a design shall be counted.

(2) In counting the colourways, only the change of printing colours - not of the dyed ground-shades - shall be taken into account.

§ 9 Reservation of Own Designs

(1) In the case of designs created by the Finisher, the Contractee shall be granted the right to exclusive use of the registered and non-registered design patent for the possession, offering and marketing of the design-based textiles for the purpose of sale. Deployed designs shall be reserved for 12 months; this period shall commence upon completion. The granting of sub-licenses is excluded. The period shall end sooner, insofar as the Contractee is in default of payment of remuneration for the creation of the design.

(2) Invoices for engraving and screens for employed designs shall be payable immediately.

SUPPLEMENTARY PROVISIONS CONCERNING THE FINISHING OF FABRICS AND OF KNITTED GOODS OF ALL KINDS (EXCEPT FOR FABRIC PRINTING) TO THE UNIFIED CONDITIONS FOR TEXTILE COMMISSION FINISHING ORDERS

§ 1 Finishing Price

The finishing price applies exclusively to the finishing processes determined by colour groups and by the required specifications, as well as by quantity and quality.

§ 2 Marking

Markings of pieces by the Contractee (piece numbers) shall be applied at the end of the piece, preferably 50 cm from the end.

§ 3 Term: "One Quality"

This term is understood to mean goods made from the same spinning materials, from the same spun yarns, of the same origin, of the same count or the same yarn number, of the same weight, of the same grey width, of the same warp and weft and of the same weave or construction.

§ 4 Guarantee of Finished Measurements and Weights

(1) No guarantee will be accepted for a specific length or width or for a specific weight of finished goods; data relating to individual pieces or part deliveries may not be used as a basis for the whole order.

(2) Insofar as a specific shrinkage in length has been agreed upon in individual cases for a specific article, the Finisher shall only be liable if this shrinkage in length is exceeded, by more than 5 % in the case of elastic fabrics, heavy milled goods or knitted goods or by more than 2 % in the case of other woven fabrics, in each case based on the total quantity delivered to the Finisher. Insofar as these tolerances are exceeded, compensation shall only be paid for the loss of length exceeding such tolerances.

§ 5 Marking of Faults and Piece Ends

(1) Marking of faults by the Finisher does not exempt the Contractee from his/her obligation to inspect the finished lot.

(2) No undertaking will be made to return the finished goods with the original ends; both ends up to 50 cm and other minor sections of the pieces which have to be cut off in the normal course of finishing and make-up shall be deemed to be unavoidable waste.

ADDITIONAL PROVISIONS ON THE COATING AND FURTHER FINISHING OF BASE CLOTHS (WOVEN & KNITTED GOODS, WEBBING AND OTHERS), TO THE UNIFIED TERMS FOR TEXTILE COMMISSION FINISHING ORDERS

§ 1 Finishing Price

The finishing price applies exclusively to the finishing processes, as determined by the type of coating and the required specifications, as well as by quantity and quality.

§ 2 Marking of Grey Goods as well as of Pre-treated Base Cloths

(1) Upon shipment of the goods, the Finisher shall be provided with a waybill with precise information for each roll on quantity, width and nature of the goods. Each individual roll must be marked separately with these details.

(2) Faults are to be marked on the goods themselves and on the label.

§ 3 Finishing Instructions

(1) Upon placement of the order, precise information shall be given to the Finisher on the composition of the goods to be finished (e.g. raw material, base cloths, structure of fabric, number of needles per sqm, nature of the chemical binding agents and nature and scope of pre-treatment prior to order placement) as well as on the end use.

(2) The Finisher shall be informed in good time of any changes in structure and composition.

(3) The nature of the finishing and any additional processes shall be clearly detailed in writing for each order. In addition, the side of the base cloth to be coated shall be marked in each case.

(4) Clear marking includes, for instance, total weight or strength of finished width and, if applicable, shape of fleeces, coating weight, nature of coating and type of packaging.

(5) Upon placement of order, the grey width necessary for the required finished width shall be determined by the Contractee and the Finisher, taking into account additional finishing processes such as edge trimming, embossing, strip cutting, etc. If necessary the required grey width shall be determined in a preliminary test.

§4 Yield regulation

(1) Upon contract being signed, agreement shall be reached on the permitted manufacturing wastage (end pieces), the proportion of the second quality due to coating, cutting losses (e.g. ribbon cutting, tile punching) and shrinkage.

(2) Yield charging shall be based upon the finished width (= working width) of the goods.

(3) These agreements shall be re-negotiated - if necessary after fresh tests - if new coating base cloths and / or new finishing performances are being used.

§ 5 Faults in Grey Goods or in Pre-treated Base Cloths

Defects in grey goods or in pre-treated base cloths, whether clearly visible or not (hidden defects), shall be the Contractee's responsibility; in particular, they represent no justification to any reduction of the finishing price.

§ 6 Warranty

(1) A warranty for an agreed thickness of coating and/or total thickness or an agreed weight of coating and/or total weight shall only be granted – depending on processing techniques and manufacturing process – within the scope of the agreed tolerances, insofar as the delivered grey goods or the pre-treated base cloths have uniform nominal strength in accordance with DIN 53 855 and/or an even nominal weight. Nominal data relating to individual pieces or part deliveries of an order may not be used as a basis for the whole order.

(2) Coating according to a coating sample supplied by the Contractee does not constitute an acceptance of a warranty as defined by paragraph 1.

§ 7 Liability Disclaimer

With the exception of the cases defined by § 12 UTTCFO, the Finisher's liability shall be excluded for any defects which result from the structure of the base cloth, the tensile strength, the shrinkage and his/her influence on the tensile strength. Liability for changes of colour and printing design of the base cloth which result during coating is also excluded. The exemption of the Finisher from liability shall not apply in cases where such defects occur as a result of errors in the coating process, e.g. because of temperatures which are too high.