

## GENERAL TERMS AND CONDITIONS OF SAFETY FOOTWEAR EXPERTS GMBH

### 1. Scope of Application

The present Terms of Delivery and Payment shall govern the contractual relationship regarding the purchase of goods from Safety Footwear Experts GmbH by entrepreneurs. Contradicting and/or additional terms and conditions of the customer shall not become part of the contract.

### 2. Order

- (1) The order has been placed, if it is not cancelled in writing by the seller within 10 days. Decisive for the setting of the deadline is the dispatch date of the rejection letter.
- (2) Offers published in prospect material, advertisements, price lists etc. are – also regarding price indications – free of engagement and not binding.
- (3) Secondary agreements must be confirmed in writing in order to become valid.

### 3. Delivery

- (1) Delivery is made on condition "ex works" for account and risk of the buyer in the way which is most favourable for the seller (seafreight, airfreight or forwarding agent).
- (2) Additional costs for special requests of the buyer (e.g. express, courier) will have to be borne by the buyer himself.
- (3) If the net order value is less than € 450.00, we will charge a freight and handling fee of € 9.90.

### 4. Packing

Post and cardboard packing as well as crate- and linen cloth packing will not be charged extra.

### 5. Title of Property

- (1) The goods delivered remain property of the seller until payment has been made. However, the buyer can, within the range of an orderly business, resell or process the purchased goods.
- (2) Any pledging or security assignment of these goods in favour of third parties is, without prior consent of the seller, inadmissible. The buyer is obliged to inform the seller immediately about any kind of compulsory execution concerning the goods belonging to the seller. Balancing of the account and acceptance of the same do not affect retention of ownership.
- (3) Claims which result from the resale, respective delivery to third parties – as well as from a transport insurance contract in favour of the buyer, will be assigned in advance to the seller in order to secure his claims resulting from the contract without the need of a special document. The buyer agrees to this pre-assignment. The seller accepts this pre-assignment.

## 6. Terms of Delivery

- (1) Force majeure or official actions entitle the seller as well as the buyer to extend the agreed delivery time – or, due to lack of agreement – to postpone the immediate delivery for the time of duration, however, at the utmost for a period of 3 weeks, under exclusion of any guarantee claims. After expiration of this time limit each party is entitled to withdraw from the contract after having set an appropriate prolongation under the threat of a rejection.
- (2) The same applies in case of labour disputes (strikes and lock-outs).
- (3) Should the buyer ask for indemnification due to non-fulfilment, he must make a subsequent delivery within 24 days threatening the seller that he will decline fulfilment after expiration of this time limit. The subsequent delivery date starts at the earliest on receipt of the letter at the buyer's premises and not earlier than after expiration of the delivery date. This procedure also applies if the buyer demands fulfilment of the contract.
- (4) Firm deals are not carried-out.

## 7. Guarantees and Liabilities

- (1) Should the article delivered be defective or miss the promised characteristics, or the article deteriorates within the warranty period due to manufacturing or material defaults, the seller, according to his choice and under the exclusion of other guarantee claims, provides for a replacement or repair of the goods.
- (2) The warranty period shall amount to twelve months and shall begin on the date of delivery. This shall not apply to claims for damages arising from the violation of life, body or health, and based on a negligent breach of an obligation by us or from on an intentional or grossly negligent breach of an obligation by one of our legal representatives or by a person assisting us in the performance of our obligations, or to claims for other damages based on a grossly negligent breach of an obligation by a legal representative of us or by a person assisting us in the performance of our obligations; to such claims the applicable limitation period provided for under the applicable laws shall apply.
- (3) If the subsequent improvement or replacement delivery fails, the buyer can, under exclusion of other guarantee claims, insist on their correct repetition within an appropriate grace period. Should the further subsequent improvement or replacement delivery fail the further rights of the buyer shall be subject to statutory law..
- (4) The notice of visible defects has to be submitted in written form. It should be made and proved within 10 days after receipt of goods, in case of delivery before the agreed delivery date, within 10 days after the agreed delivery date.
- (5) In case of hidden defects, statutory law shall apply.
- (6) The goods subject to a notice of defect may only be sent back to us with our approval and free of charge for us, unless we have not respond to the notice of defect within 10 days.
- (7) Reclamations need to be announced by phone by the buyer. The buyer subsequently receives a parcel label and shipping instructions. Only in this case the freight cost is borne by the seller. The seller needs to handle all reclamations within 20 days of the proven dispatch dated. Otherwise the buyer is entitled to deduct the countervalue.

## 8. Invoicing

- (1) Invoices are issued on the day of dispatch of the goods, respectively on taking over of the goods. In the case of early delivery, the agreed delivery date will be regarded as date of issue. Valuations modifying the validity are inadmissible.
- (2) An open credit may not exceed 30 days from the date of the invoice. In case of delay of payment beyond the credit period, or beyond the payment date of an agreed prepayment, interest shall be due at a rate of 8 % in addition to the base rate within the meaning of Section 247 of the German Civil Code („Bürgerliches Gesetzbuch“, abbr. „BGB“). The seller shall remain free to prove a higher loss of interest and the buyer shall remain free to prove a lower loss of interest.
- (3) Cash payment into loss-free till is granted a 2 % discount for payment within 10 days.
- (4) Invoices from 1 to 10, 11 to 20 and 21 until the last day of the month can be added up to the respective last day of this period of time.
- (5) Letters of acceptance and customer remittances are not regarded as cash payment.
- (6) After agreement it is possible to grant 3 months' acceptance or bankable customer remittances, stamped and free of charge.
- (7) The contracting parties may agree upon one or more of the conditions listed.

## 9. Failure to pay, Deterioration of property

If the buyer is more than 14 days behind the agreed payment date, or a considerable deterioration with regard to his property occurs, the seller is entitled to withdraw from that part of the contract which has not been fulfilled yet, or, with regard to future deliveries, insist on cash payment or guarantee of the goods without the necessity of a previous extension of time.

## 10. Transfer of rights for image material

- (1) Unless otherwise agreed, the Buyer may only use image material (product photos and graphics, company and product brand logos) for the promotion and presentation of the goods sold that the Seller has provided to the Buyer for this purpose. This image material has been approved for the promotion and presentation of the goods sold in all media used by the Buyer, especially in catalogues, offer flyers, newsletters and advertising films (all online, print, TV, cinema).
- (2) To this end, the Buyer shall be granted a non-exclusive, free right of use; this shall be limited in terms of time, content and geographical scope to the promotion, presentation and marketing of the products and brands supplied. With regard to photo material depicting people, a possible further temporal limitation of the right of use shall be communicated in detail upon handover. The Buyer shall be liable for third-party claims which are based on an overrun of the time-limited right of use by the Buyer.

- (3) In the case of cessation of sales by the Buyer, whether due to termination of the business relationship or after sell-off of the goods represented in the image material, the right of use shall expire. If updated image material is made available, the right of use to the older image material shall expire. The Buyer shall be permitted to use up print catalogues and other printed advertising materials already created before the updating of the image material. The same shall apply in the event of the cessation of sales.
- (4) Any processing of the image material, with the exception of size adjustment, shall not be permitted. The Buyer shall not be permitted to sublicense, except to affiliated companies for the purpose mentioned in paragraph 1 and within the scope specified in paragraph 2.

## 11. Choice of Law, Place of Jurisdiction

- (1) The laws of Germany shall apply. The Convention on the International Sale of Goods shall not apply.
- (2) For dealings with merchants, legal persons under public law or separate estates under public law, the courts at the seat of our company (Uedem) shall have jurisdiction over all conflicts arising hereunder, except to the extent that any other courts will have jurisdiction under mandatory provisions of the applicable laws. Also, we shall be entitled, at our choice, to file a lawsuit at the customer's location instead.

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