1. General remarks

1.1 The following General Terms and Conditions ("GT&C") of Trans-Textil GmbH ("TT") shall apply to all agreements concluded by TT Trans-Textil GmbH with its contractual partners ("Customer"). Trans-Textil GmbH reserves the right to agree on individual deviations.

1.2 Contradictory terms and conditions of the respective contractual partner of TT shall be deemed accepted only on prior express written consent. The GT&C of TT shall also apply to all future business with the contractual partner.

2.0 Offers and prices

2.1 Offers by TT are non-binding and without engagement on its part and can be revoked at any time. No binding acceptance or waiver shall be acknowledged in writing, as well as illustrations are only approximate and shall not be binding unless expressly designated as such.

2.2 All prices conform to the respectively valid price lists. Unless agreed otherwise in writing, the prices shall be understood as ex warehouse to the nearest packaging as well as loading at the works plus respectively applicable value-added tax.

2.3 Unless fixed price agreements have been made, appropriate price changes due to changed wages, materials and energy costs shall become effective within four months or more of conclusion of contract are subject to modification.

3. Payment terms

3.1 Assuming the contractual sum is covered by TT’s credit insurance and / or assuming sufficient credit worthiness on the part of the contractual partner, TT invoices shall become due for payment within 10 days of invoice issue date unless otherwise agreed. In all other cases invoices shall be payable in advance. Payments shall be made by bank transfer and solely to the bank accounts stated on the TT invoice.

3.2 A payment is not deemed as effected until the date on which it is credited to the bank account of TT.

3.3 Payments by other means of payment shall require the written consent of TT.

3.4 If the time for payment of the full invoice amount falls due within 12 months of delivery, interest and costs shall be charged in accordance with Section 288, German Civil Code. In all cases payments shall be used to settle the oldest due debt plus accumulated default interest. Claims for further damage caused by default remain reserved.

3.5 If the contractual partner is in arrears with a due payment or be subject to substantial deterioration of his financial circumstances, TT shall be entitled to demand advance payment on all outstanding deliveries/services before performing under the current contract.

3.6 Withholding of payments or offsetting by the contractual partner of any counterclaims is only permitted insofar that such counterclaims are undisputed or have been legally established.

4. Delivery, delivery periods, non-performance, dispatch, passing of risk, liability

4.1 Unless otherwise agreed, all deliveries are performed ex works on the account of and at the risk of the contractual partner.

4.2 Deliveries proposed by TT and deliveries and services apply approximately in all cases expect those in which a fixed date has been agreed on. The delivery date shall be the point in time at which the goods are handed over to the carrier or other third party commissioned with the shipment.

4.3 The risk of accidental loss or deterioration of the goods shall pass to the contractual partner at the above-mentioned time or on the date of notification of delivery.

4.4 The plea of non-performance of contract remains reserved.

4.5 If a non-binding delivery date expires without being met, a subsequent delivery period of 18 days shall apply without further explanation on the part of TT.

4.6 TT shall not be liable for any further preparations on receipt of the goods.

4.7 TT shall be released from all liability in the event that use of the delivered goods/service results in violations of life, limb and health due to a grossly negligent or willful breach of duty on the part of TT or TT employees, limb and hands staff, as well as for willful breach of duty on the part of TT.

4.8 Claims for defects shall become statute-barred within 12 months of delivery of the goods by TT to the contractual partner.

7. Export / Export control and reservation

7.1 TT reserves all proprietary rights and copyrights to documents provided to the contractual partner in connection with placement of order, such as cost estimates, drawings, sales or similar information, including documents and information furnished for the sole use of the contractual partner.

7.2 TT reserves the right to entrust the performance of the goods to third parties.

7.3 The contractual partner is entitled to resell the goods in the course of orderly business; simultaneously he assigns to TT all claims against his customers for his due from such reselling of the goods. The data of the customers shall be imparted to TT immediately. The same applies in the case of the bonding or mixing of the goods.

8. Warranty and guarantee

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8.4 The processing of the goods shall be undertaken by the contractual partner for TT in all cases expected to pass through third parties, unless the contractual partner is obliged to immediately return the signed export certificate or signed "certificate of entry" (Gelangensbestätigung), whichever should apply.

8.5 The contractual partner is obliged to immediately return the signed export certificate or signed "certificate of entry" (Gelangensbestätigung), whichever should apply.

9. Licensing

9.1 Insofar that the contractual partner purchases a VAP® membrane laminate that is suitable for use in the VAP® method, the following provisions shall apply:

9.2 The VAP® method may only be used for the agreed application area and at the agreed place of manufacture.

9.3 Insofar that the contractual partner acquires the membrane laminate in return for payment, the purchase price shall grant the contractual partner the license to use the patented VAP® method insofar that the method is implemented using the material acquired by purchase. Without exception, membrane laminates produced by other manufacturers are not admitted for use with the patented VAP® method. Such use shall constitute infringement of the patent rights.

9.4 Concerning use of the product in implementing the VAP® method, no liability is accepted for the reliability, quality, commercial applicability or fitness for use of the end products fabricated in the VAP® method for the intended or any other purpose. All warranty claims are excluded as insofar as attributable to the technical data or the know how.

9.5 The contractual partner indemnifies TT and AIRBUS against possible product liability claims lodged by third parties concerning use of the VAP® method and regarding advertising assertions of the part of the contractual partner concerning the VAP® method and the end products fabricated through its use.

10. Protective rights

10.1 Delivery of the goods by TT does not constitute a warranty that their use does not infringe on the rights of third parties.

10.2 The contractual partner is obliged to inform TT immediately when the use of the delivered goods violates patents, copyrights, business secrets or other industrial property rights of third parties. In such case the contractual partner is obliged to assume all costs and financial consequences arising from the use of the patent rights.

11. Place of performance, place of jurisdiction, effectiveness

11.1 The place of performance for all deliveries/services is Freilassing (Germany). The law of the Federal Republic of Germany under exclusion of conflict-of-law rules of private international law (CISG) shall apply.

11.2 German courts alone shall be competent, also internationally and insofar as permitted by law, to hear all cases concerning TT’s bankruptcy or TT’s insolvency, limb and hands staff, as well as for willful breach of duty on the part of TT.

11.3 Changes and additions to agreements, including these GT&C, must be made in writing to be effective. Oral subsidiary agreements have not been concluded.