

General Terms and Conditions of Trans-Textil GmbH

1. General remarks

1.1 All agreements concluded by Trans-Textil GmbH ("TT") are on the basis of the following General Terms and Conditions ("GT&Cs"), which shall form an integral part of individual agreements. Confirmation of orders and acceptance of deliveries and orders by contractual partners of TT shall constitute explicit acknowledgement of the validity of these GT&Cs. Any counter confirmation or other reference by the contractual partner to its general terms and conditions is hereby rejected.

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&Cs 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. Measurement, weight and performance specifications 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 apply ex works, including simple 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 wage, material and distribution costs on deliveries performed 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 per bank transfer and solely to the bank accounts stated on the TT invoices.

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 In cases of payment effected after due date, default 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 arising under the current contract.

All receivables shall likewise become immediately due, whereby the agreed period allowed for payment shall cease to apply.

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 Dates proposed by TT for 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 point in time. This also applies if TT assumes services such as freight-free delivery, transportation, etc. Should collection or dispatch be delayed due to circumstances for which TT is not responsible, such risk shall pass to the contractual partner at the above-mentioned time or on the date of notification of readiness to ship.

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 If the contractual partner wishes to withdraw from the contract, it must in a registered letter set TT a further delivery period of 4 weeks with the threat that if delivery is not effected within this period, it shall withdraw from the contract. Such period shall commence with the date on which the letter arrives at TT.

4.7 If a fixed delivery date has been arranged and TT is responsible for not meeting it, the contractual partner can withdraw from the contract in writing after setting an appropriate grace period.

4.8 Claims for damages for non-performance or delayed performance are excluded except in cases of intent or gross negligence on the part of TT.

4.9 TT shall not be liable for impossibility of or delay in delivery when caused by force majeure or other events for which TT is not responsible and which, at the time of conclusion of contract, were unforeseeable. These consist, for example, of all forms of disruption in operations, difficulties in procuring materials or energy, transport delays, strikes, shortage of labour or raw materials, difficulties in obtaining necessary official authorisations, official / statutory measures / prohibitions and non-delivery, incorrect or late delivery on the part of suppliers, etc. Insofar that such events make delivery or the rendering of services substantially more difficult or impossible for TT and insofar that the hindrance is not of temporary nature only, TT shall be entitled to withdraw from the contract. In the case of hindrances of temporary nature, the delivery or performance dates shall be extended by the length of the hindrance plus an appropriate ramp-up time. If due to the delay the contractual partner cannot be expected to accept the delivery or service, he can withdraw from the contract by means of immediate declaration made to TT.

4.10 If through the fault of the contractual partner acceptance of the goods is not performed in due time, also in the case of partial deliveries, TT is at its discretion entitled, after specifying a grace period of 10 days at the most, either to withdraw from the contract and demand compensation of the additional expenditure or to claim damages.

5. Acceptance / Incoming goods control

5.1 Transport damage and / or resulting missing quantities must be brought to the attention of the carrier / forwarder immediately on receipt of the goods.

5.2 Unless otherwise expressly agreed, the character and usability of the goods is solely and finally set forth in the datasheet / agreed reference sample applicable to the respective product.

5.3 The goods must be examined by the contractual partner immediately on delivery and defects reported to TT immediately in writing. Should such notification not be received by TT within 2 weeks of delivery of the goods, the goods shall be considered as delivered and duly accepted.

5.4 Hidden defects must be reported immediately on detection in writing.

5.5 Acceptance may not be withheld by reason of minor defects:

Any notification of defects on the grounds of customary or slight technically unavoidable deviations in quality, colour, width, weight, fittings or design is excluded; the same applies to inferior quality goods and differing job lots.

5.6 The mixing or processing of the delivered goods shall constitute acceptance of the respective goods.

6. Complaints/ Warranty and limitation of action

6.1 In cases of justified complaints, TT shall have the right to rectification or delivery of defect-free replacements goods within an appropriate period. Returns shall require the prior consent of TT.

6.2 Insofar that claims can be asserted for damages, the contractual partner shall be required to provide proof of breach of contract in a grossly negligent or wilful manner on the part of TT or of violation of life, limb and health due to a grossly negligent or wilful breach of duty on the part of TT.

6.3 To the extent permitted by law, the height of claims for damages asserted by the contractual partner for direct or indirect loss or economic loss is limited to the purchase price of the delivery.

6.4 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 In the case of deliveries to foreign countries involving simultaneous collection ex works the contractual partner is obliged to immediately return the signed export certificate or signed "certificate of entry" (Gelangensbestätigung), whichever should apply.

7.2 A contractual partner that passes on goods delivered by TT or work and services (including technical support of every kind) rendered by TT to third parties whether at home or abroad must comply with respectively applicable national and international export control laws. If required for export control checks, the contractual partner shall, on request, promptly provide TT all information pertaining to the recipient, final destination and intended use of goods delivered by TT or work and services rendered by TT, as well as respective export control restrictions.

7.3 Performance of contract by TT shall be subject to the reservation that such performance is not prevented by impediments arising through national or international foreign trade law regulations / an embargo or a sanction. Should an export restriction / an embargo or a sanction apply, delivery shall be executed only insofar that necessary authorisation by the competent authority has been provided or can be used. In the absence of such authorisation, delivery cannot be made. In this case TT is indemnified against all claims by the contractual partner. Existing contracts and performances shall be reversed.

8. Proprietary rights and reservation of title

8.1 TT reserves all proprietary rights and copyrights to documents provided to the contractual partner in connection with placement of order, such as cost estimates, calculations, drawings, samples, etc., and oral information. Such documents and information are to be treated as confidential. Such documents / information may not be disclosed to third parties without TT's prior written consent. In the event that an order is not placed, the documents must be returned to TT or at its request be destroyed.

8.2 TT retains title to the goods until all claims, existing and future, arising out of the business relationship with the contractual partner have been paid. TT shall be entitled to take back the goods should the contractual partner act not conform to contract.

8.3 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 that are his due from the 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.

TT shall accept such assignment. The contractual partner is permitted even after such assignment to collect claims against his customers insofar and as long as he meets payment obligations towards TT in an orderly manner. In addition TT is entitled to collect the claims against the customers itself. TT undertakes to not collect claims against customers as long as the contractual partner meets his payment obligations towards TT in an orderly manner.

8.4 The processing of the goods shall be undertaken by the contractual partner for TT in all cases without TT being bound thereby. If the goods are processed with objects in the sole ownership of the contractual partner, TT shall be entitled to sole ownership of the new item. If the goods are processed with other objects that are not in the ownership of the contractual partner, TT shall be entitled to joint ownership of the new item at the ratio of the value of the goods to the value of the other processed objects, plus processing.

8.5 Pledging or collateral assignment of conditional goods or assigned claims is inadmissible. The contractual partner is obliged to inform TT immediately when third parties access the property of TT.

9.0 VAP® membrane laminates

9.1 Insofar that the contractual partner purchases a VAP® membrane laminate that is suitable for use with the VAP® method patented by AIRBUS, 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 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 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 protective rights. The contractual partner is obliged to ascertain himself in the respective countries whether use of the goods or process infringes third party protective rights.

10.2 The contractual partner relieves TT from all liability in the event that 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 obligations.

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 conflicts arising from the contractual relationship. Traunstein (Germany) shall be the exclusive place of jurisdiction.

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