

Terms and conditions of delivery and payment

§ 1 Place of fulfilment & jurisdiction

The place of fulfilment for all obligations under the supply agreement is 95126 Schwarzenbach/Saale.

The contractual relationship is governed exclusively by the law of the Federal Republic of Germany. The validity of the United Nations Convention on Contracts for the International Sales of Goods is excluded.

§ 2 Place of jurisdiction

The place of jurisdiction is the respective court in Hof/Saale with subject-matter jurisdiction and responsible for the place of business of the purchaser.

§ 3 Delivery

The seller delivers the goods to the buyer „free domicile“. Unless otherwise agreed, packaging costs are included in the price. Any losses and damage to the consignments as a result of defective packaging are borne by the seller.

Unless otherwise agreed, the seller has to insure the consignments against transport damage at the seller's own expense.

§ 4 Payment

If nothing else was agreed, payment is made,
within 10 days with 4 % discount,

within 30 days with a discount of 2 1/4 %,

within 60 days net,

each calculated after receipt of the goods and receipt of the invoice.

§ 5 Periods for notification of defects, warranty and damages

Even after the expiry of any time limits, warranty claims due to defects of goods, lack of warranted characteristics, etc. remain valid if we sent the notice of defect:

- a) for open defects within one month
- b) in the case of defects which arise during processing or use, at any later point in time.

The limitation period for warranty claims is 5 years, excluding the period specified in Article 477 BGB (German Civil Code). This also applies to claims for damages of any kind (e.g. consequential damages caused by defective goods).

§ 6 Assignment and claims

The seller is not entitled to assign claims without prior written content.

§ 7 General provisions

Other terms of delivery and payment do not apply for this order.

All deliveries made on the basis of this order are considered an acceptance of our terms, even if other terms of delivery and payment are contained in order confirmations, invoices, delivery notes or other representation of the seller.

Please note the following universal regulations valid for this order:

1. Contractual basis

The basis of this contract is described by the mutual agreed specification.

The following DIN standards in the respective valid version are used for the below listed parameters for the purpose of specification as well as for the random checks of your deliveries:

- 1) Titre DIN EN ISO 1973
- 2) Fibre stability / fibre elongation DIN EN ISO 5079
- 3) Staple length DIN 53808 T1
- 4) Square weight DIN EN 29073-1
- 5) Tensile strength DIN EN ISO 13934-1

In case your products are not checked according to the above mentioned standards, please make a suggestion for a possible standard used by you.

2. Only for deliveries of hygienic products it is agreed that all deliveries are within the following microbiological limits:

- 1) Total count of bacteria below 100cfu/g
- 2) Total count of moulds below 20cfu/g
- 3) Total viable count (bacteria+moulds) below 100cfu/g
- 4) Absence of pathogenic germs

Test Method: current version of the European Pharmacopoeia, chapter 5.6, section 2.6.12 and 2.6.13

Please report these values for each delivery within the COA.

3. Arrival time

Each delivery day is subdivided into time blocks. However, the exact delivery time has to be announced and adjusted with our team of goods receipt by phone (0049 9284 60 4197) in minimum one day before the delivery.

4. Supplier's declaration and safety data sheet

Please note that we have to have a valid supplier's declaration as well as the current safety data sheet for the ordered material.

For continuously ordered products you will only have to send an updated version if there are any changes.

5. Information on your delivery documents

Please state our material number, order number and supplier number as well as the customs tariff numbers according to each material on all of your documents (order confirmation, delivery note, invoice) in order to avoid any kind of handling problems.