



## General Purchase Conditions

- 1.0 Unless otherwise agreed in writing or laid down in the subsequent terms and conditions, the general legal provisions shall apply. Any deviating conditions on the part of the purchaser or supplier (hereafter the seller) are not binding for us even if not expressly contradicted by us.
- 1.1 Only orders that have been placed by way of our order forms and that have been officially signed are regarded as binding, and this shall equally apply to any additional or follow-up orders, or in the case of modifications, to already existing orders.
- 1.2 The order shall be confirmed in writing within 5 working days. If this is not the case, we shall be entitled to cancel the order.
- 2.0 The preset delivery deadline shall be calculated as of the written order date. If delivery is not, or only partly effected within this deadline, we can assert our legal rights without granting a period of grace.
- 2.1 We shall be promptly notified in writing of any likely delays in delivery, such notification having to state the reasons for this together with the estimated delay. If, in such a case, we have not asserted our right in accordance with the foregoing article, we shall be entitled to rescind the contract after an appropriate period of grace, which has been determined by us, has elapsed without result, and we herewith reserve the right to effect a covering purchase at the cost of the seller. In cases of delay in delivery due to Acts of God, we shall be entitled to rescind the contract, fully or in part, or to demand the fulfilment of the delivery obligation at a later date without, however, any claims against us resulting from this on the part of the seller.
- 3.0 If we have to cover all of or parts of the freight expenses, the seller shall, upon stating the order and item numbers, advise delivery to forwarding agents to be specified by us.  
**Shipment by rail or mail:**  
Such consignments are, unless the seller is otherwise notified in writing, to be dispatched in compliance with those tariff regulations resulting in the most cost effective freight to the delivery address stated on our order.
- Deliveries are to be dispatched according to our specifications. In the case that the seller does not dispatch the goods according to our dispatch instructions, he shall be liable for any disadvantage we suffer as a result of this including, if so, any loss in profit. The seller shall advise us in writing or by way of facsimile or e-mail of the dispatch of the goods, this having to be done in good time before the arrival of the goods.
- 3.1 The goods shall be packed in a customary or any other sufficient manner, and shall be protected against any adverse influences of whatever kind. Any labelling regulation given by us shall be precisely adhered to. The purchaser herewith reserves the right to return any packaging materials that cannot be easily disposed of or are not environmentally sound at the cost of the seller. For sellers from within Austria, the following shall apply: if you are a member of ARA, you are herewith requested to inform us of your license number together with your order confirmation.
- 3.2 As long as the relevant invoice has not been settled, the collection of the goods shall only be possible upon proof of identification of the collector together with a confirmation from the purchase department. The seller shall record the name, place of residence and identification document of the collector of the goods.
- 3.3 Cash-on-delivery consignments shall only be accepted if expressly agreed.
- 4.0 The seller is herewith obliged to treat any data or other information obtained in the course of our business relationship with secrecy. This obligation shall also apply to any staff or sub-suppliers of the seller and shall continue beyond the termination of this business relationship.
- 4.1 Any drawings, models, stencils or samples and similar objects shall remain our property and shall not be handed over or otherwise be made available to unauthorised third parties. The multiplication of such items shall only be admissible in as far as is necessary in order to carry out the relevant order.
- 4.2 The seller shall only be allowed to use our business relationship for advertising purposes following our prior written consent.
- 5.0 Payment shall only be effected by us after receipt of a proper invoice and, unless otherwise agreed, on the following terms: within 30 days of receipt of the goods, or upon receipt of the invoice at a discount of 3%, or within 60 days net.
- 5.1 The supplier herewith agrees to a compensation of claims and liabilities of any kind.
- 5.2 The contractual parties expressly agree that a cession of claims under this contract by creditors is not admissible.
- 5.3 Any defective deliveries or performances of the seller shall entitle us to retain payment of the agreed prices for such goods until they are duly remedied or delivery is completed. Any amounts invoiced to us by the seller shall not be due before the complete delivery of goods free from any faults or defects to the place of destination.
- 6.0 Our company is not obliged to accept the goods. In the case that our company is in delay of acceptance, the respective supplier shall not be entitled to any claims as to expenses resulting from such delay, nor shall the liability of the supplier concerning his diligence obligations be restricted.
- 6.1 Regarding any defects of the goods delivered — such defects including the lack of warranted or usual characteristics as well as wrong delivery — the guarantee period of the supplier shall, unless otherwise agreed, expire after two years from the takeover or, in the case of the discovery of any hidden defects, two years from such initial trouble-free commissioning, respectively. Irrespective of any legal claims on our part, we shall be entitled to effect cover purchases if the supplier fails, within the period of grace set by us, to remedy the defects or carry out a replacement delivery either at his own expense or via a third party. The notice of defects shall be deemed immediately made in the following cases:  
a) obvious defects up to six weeks from takeover;  
b) hidden defects up to six weeks from discovery.  
In the case of items that usually remain packed until used, or with unprocessed goods, any defects revealed upon unpacking or processing of such goods shall be deemed hidden defects. In the event of a replacement performance or repair, the guarantee period shall start anew.
- 6.2 The delivery shall comply with the purpose of its intended use, meet the state-of-the-art technology and fulfil all valid legal provisions, standards and stipulations from the public authorities and professional or trade associations. The seller guarantees that the goods have been purchased by him without infringing any trade or other protection rights of third parties — including in particular trademark, sample, patent and copyrights — and without violating the unfair competition legislation and can therefore be put into circulation without any of the aforementioned problems. Furthermore, he shall be obliged to defend any such claims made against him by third parties at his expense, to reimburse the purchaser in connection with any such costs, and to fully indemnify him in this respect.
- 7.0 Furthermore, the seller herewith guarantees that the ordered product (which can, in effect, also be a basic or raw material or a partly processed product) be free from any defects in the light of the product liability legislation regarding the product's design, ways of production and regarding any associated instructions. In particular, he herewith guarantees that, according to the state of the art of science and technology, no defects whatsoever of the product were known at the time of its initial circulation.
- 7.1 The seller shall be obliged to make available to the purchaser any information as might serve the interest of delivering a faultless product in the context of the product liability law (e.g. operating manuals, warning instructions, approval regulations, etc.). In the case that the seller becomes aware in retrospect of any circumstances that might constitute a product defect in the sense of the product liability law, the former shall be obliged to communicate such observations to the purchaser without delay, and to reimburse any costs thus accrued on the part of the purchaser in the context of such return of goods. In the foregoing case, the seller is obliged to pay back, if already effected, the purchase price to the purchaser, together with any loss of income on the part of the latter as well as any expenses on the part of the latter caused by the non-availability of the ordered goods.
- 7.2 Restrictions of any kind concerning the obligations of the seller resulting from the product liability legislation or any other valid foreign product liability provisions, or restrictions of any kind concerning the claims on the part of the purchaser on the basis of such law or other provisions shall not be accepted.
- 7.3 For any claims resulting from product liability issues, it is herewith expressly agreed that the sole place of jurisdiction shall be the competent court in Graz.
- 8.0 The supplier shall be liable towards our company in the sense that through his delivery no commercial protection rights or any other rights of third parties shall be violated. Furthermore, the supplier is obliged, in the case of any dispute arising in the context of a violation of commercial protection rights or other rights of third parties, to fully indemnify us against any such claims.
- 9.0 The place of fulfilment for the delivery and transfer of risks shall, in the case of unobjected delivery, be the place of destination as specified by the purchaser, this place of destination being defined by the delivery address stated on the order form. The place of fulfilment of payment shall be the head office of the company.
- 9.1 The sole place of legal venue shall be Graz. However, the purchaser shall equally be entitled to sue the seller under the latter's jurisdiction.
- 9.2 The applicable law shall be Austrian law. The application of the UN Agreement on the International Purchase of Goods, Austrian Federal law gazette "BGBl" 1988/96 shall herewith be excluded.
- 10.0 In the case of the inefficacy of individual provisions under this agreement, this shall not touch upon the efficacy of the remaining provisions hereunder. Rather, any invalid provision shall be replaced by one which is legally valid and, economically speaking, comes as close as possible to the one that has been rendered ineffective.



## General Terms of Sale and Delivery

### 1.0 OFFERS:

Our offers are prepared without obligation. Orders shall not be binding until confirmed by us in writing. Any purchase conditions specified by the client deviating from our Terms of Sale and Delivery shall only be valid if we have expressly agreed to them in writing.

### 2.0 DELIVERY:

Delivery is ex works or warehouse of the seller. The risk shall also lie with the purchaser in the case of free deliveries. We will not procure transport insurance.

Graz shall be the place of performance and jurisdiction.

The dimensions and weights determined at our point of dispatch shall be relevant for the calculation.

### 3.0 TERMS OF DELIVERY:

The terms of delivery shall always be approximate and non-binding. The purchaser shall not be entitled to claim damages in the case of delayed delivery or failure to deliver. In the case of impediments caused by armed conflict, civil commotion, strikes, lack of workers or raw materials, traffic blocks, official seizure and similar cases which are outside the responsibility of the seller – no matter if they occur in Austria or in the countries of origin or transit, at the supplier or a subcontractor – the supplier shall be entitled to withdraw from the contract in whole or in part without the purchaser being entitled to any claim for damages or subsequent delivery.

### 4.0 COMPLAINTS:

Complaints can only be considered if they have been lodged in writing within 3 days of receipt of the goods.

We will not guarantee colour, light or rub fastness (beyond the DIN standard).

We will not guarantee flexing resistance, varnish adhesion and light fastness for any type of patent leather.

We cannot accept complaints once the leather has been cut.

Colour and suitability must be controlled immediately after receipt of the leather.

### 5.0 TERMS OF PAYMENT:

a) Payment 10 days from date of invoice, 3 % discount,

b) Payment 30 days from date of invoice, 2 % discount,

c) Payment 60 days from date of invoice, net.

The purchaser shall not be entitled to offset amounts on account of unrecognised counterclaims or complaints, to withhold payments or to make deductions from our invoices.

If the purchaser is in default of payment in relation to any current or previous orders, or if a bill of exchange accepted by him is protested or if he is subject to execution or if we receive unfavourable information about his business, the supplier is entitled with respect to the unfulfilled part of the contract to either withdraw from the contract or demand acceptance by cash on delivery or against guarantee without granting a period of grace. In such a case all liabilities of the purchaser to the supplier shall forthwith become due and payable.

### 6.0 RESERVATION OF TITLE:

a) The goods shall be delivered under reservation of title with the following extensions.

b) The goods shall remain the property of the seller until all amounts payable by the purchaser to the seller within the business relationship have been paid in full. If the goods delivered by our company are paid by bill of exchange, the reservation of title shall continue to apply until the bill of exchange has been cashed in full.

c) The purchaser shall not acquire ownership of the reserved goods if the reserved goods are processed into another product. Any processing shall be carried out by the purchaser for the seller. The processed goods shall serve as security for the conditional seller only to the extent of the value of the reserved goods.

If the purchaser processes the goods with other goods not owned by the seller, then the seller shall be entitled to the co-ownership of the new product in proportion of the value of the reserved goods relative to the other processed goods at the time of processing. The new product resulting from the processing shall be subject to the same stipulations as the reserved goods. It shall be considered as reserved good within the meaning of these provisions.

d) The purchaser's receivables from the resale of the reserved goods shall be assigned to the seller in advance, irrespective of whether the reserved goods have been processed or not or whether they are resold to one or several customers. The assigned debts serve as security of the conditional seller only to the extent of the value of the reserved goods sold.

If the purchaser sells the reserved goods together with other goods not owned by the seller, irrespective of whether the goods have been processed or not, the claim to the purchase price shall be assigned only to the extent of the value of the reserved goods which are the subject of that sales contract or part of the object of purchase.

e) The purchaser shall be authorised and entitled to resell the reserved goods only subject to the proviso that the claim to the purchase price from the resale is transferred to the seller in accordance with item d). The purchaser shall not be entitled to dispose of the reserved goods in any other way.

f) The purchaser shall be entitled to collect sums due from the resale despite the assignment. The seller's authority to recover the debts shall remain unaffected by the purchaser's entitlement to collect the sums due. The seller, however, will not recover the debts himself, as long as the purchaser duly complies with his obligations to pay.

At the seller's request, the purchaser must inform the seller about the debtors of the assigned claims in accordance with item d) and notify the debtors of the assignment in accordance with item d). The reservation of title in accordance with the above provisions shall remain in force if receivables by the seller are included in a current account and the balance has been drawn and approved.

h) The seller's reservation of title shall be conditional in that the ownership of the reserved goods will pass to the purchaser and the purchaser will be entitled to all assigned debts ipso jure once all sums due to the seller from the business relationship have been paid in full.

i) The seller must be notified immediately of any access by third parties to the goods or claims subject to reservation of title. The seller must also be notified of any petition for bankruptcy or composition proceedings and the initiation of such proceedings, irrespective of whether the petition has been filed by the purchaser or another creditor.

k) The purchaser shall sufficiently insure the goods subject to reservation of title against fire and theft. Insurance claims arising from damage will be assigned to the seller in advance to the extent of the value of the reserved goods.

7.0 Any modifications and amendments to these General Terms of Sale and Delivery must be made in writing.

Our agents shall not be entitled to make commitments exceeding the scope of these General Terms of Sale and Delivery. Such commitments shall have no legal effect for our company.

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