

Standard Terms of Delivery of Fashy GmbH Produktion und Vertrieb Kornwestheimer Straße 46 70825 Korntal-Münchingen

1. General / conclusion of contracts

Contracts between us and the Customer are exclusively subject to the following Standard Terms of Delivery, unless otherwise agreed in writing.

No other standard terms of business, in particular the Customer's terms of purchase, form part of the contract, even if we have not expressly rejected them.

Within the framework of a current business relationship, our Standard Terms of Delivery will apply and count as having been agreed upon even if we do not expressly refer to them when later transactions are concluded.

An obligation to supply will only arise when we confirm the order properly in writing. We reserve the right to simply deliver the items ordered instead of issuing written confirmation. Until then, all offers remain subject to confirmation.

2. Delivery

a) Unless otherwise agreed, goods are transported solely at the Customer's expense and risk. We accept no liability for damage, loss or destruction of goods. We will not insure goods. We are entitled to deliver ex-works or from another location. Unless a particular method of transport is agreed upon, we are entitled to select the method of transport to the best of our judgement, without any obligation to choose the cheapest method.

b) There is no charge for disposable packing. Container rental, special packing etc. will be charged for at cost.

c) All indications of delivery times/periods are approximate and non-binding. We accept no liability for delays in delivery due to force majeure (breakdowns, equipment defects, work stoppages, war, extreme weather, and others similarly unforeseeable events). If a delay in delivery is not due to force majeure, the Customer will not be entitled to issue a notice of default until the deadlines specified in the written confirmation of order have been exceeded by 3 weeks. If the Customer grants us a reasonable extension in such a case, which must be at least 3 further weeks, the Customer will be entitled to cancel the contract if the extended deadline passes without result.

However, the Customer will only be entitled to claim damages for delay and/or nonperformance and for any breach of subsidiary contractual obligations if the delivery was delayed due to wilful intent or gross negligence on our part or on the part of one of our vicarious agents. The same will apply if delivery is impossible and we are responsible for this.

In cases of force majeure, any claims for damages due to delay and/or nonperformance are excluded, even if force

majeure intervenes at a time when we are already in default with respect to delivery but the damage was not suffered until after the intervention of force majeure.

If, pursuant to the above provisions, there is nevertheless a possibility of liability on our part, our liability for all losses is limited to the value of the contract. There will be no obligation to pay compensation for indirect losses (in particular loss of profit, loss of sales, damage to other property belonging to the Customer etc.).

Force majeure within the meaning of this section entitles us to revoke our delivery obligations in whole or in part or to postpone the delivery date as we see fit.

We are entitled to make part deliveries, as long as it is reasonable to expect the Customer to accept them.

3. Prices / payment of invoices

a) All prices apply at our place of dispatch and only to the quantities requested, and they are subject to the addition of any statutory value-added tax, other taxes or customs duties payable and the transport costs, insurance costs etc. payable by the Customer (cf. Section 2 a)).

Unless otherwise specified in our confirmation of order, all prices are in EUROS.

Unless otherwise agreed, our invoices are payable net within 30 days following the date when the invoice is issued. If the Customer wishes us to debit the amount of an invoice via SEPA, he must supply us with an appropriate SEPA direct debit authorisation in good time before the due date. We are happy to supply appropriate forms on request.

If the confirmation and delivery of an order are more than four months apart and prices increase during this period, in particular due to wage or tax increases, increases in the cost of raw materials, general price rises due to inflation or other comparable factors, we will be entitled to charge a correspondingly higher price.

b) All outstanding invoices, including ones not yet due or due for settlement at a later date, will become payable immediately if the Customer fails to pay an older invoice on time.

c) The exercise of withholding rights or the offsetting of counterclaims of the Customer against our invoices is excluded, unless the counterclaims concerned are undisputed or legally final and binding.

4. Reservation of title

All goods supplied remain our property until all claims arising out of the business relationship have been settled, including subsidiary claims, damages claims and any claims due at a later date. This also applies in particular to cases in which payment is made by cheque up to the time of its redemption or, if you have supplied us with a SEPA direct debit authorisation, until payment has been irrevocably credited to us, and cases in which any or all of our claims are entered into a current account and the balance has been drawn and accepted as correct. Any

work on or processing of reserved goods is carried out on our behalf as the manufacturer within the meaning of § 950 German Civil Code (BGB), but without placing us under any obligation. Goods worked on or processed count as reserved goods for the purposes of the above.

If the Customer processes, combines or mixes reserved goods with other goods, we will acquire a share of the title to the new item corresponding to the ratio of the invoice value of the reserved goods concerned to the invoice value of the other goods. If our title is extinguished as a result of combination, mixing or processing carried out by the Customer, the Customer hereby assigns his title and/or prospective acquisition of title to the new item(s) created up to the invoice value of the reserved goods or, in the case of processing, in accordance with the ratio of the invoice value of the reserved goods to the invoice value of the other goods used, and he must hold them for us free of charge. Our shares of title count as reserved goods within the meaning of the above provisions. The Customer is only entitled to sell reserved goods on in the normal course of his business, subject to his normal terms of business and as long as he has not fallen behind on any of his obligations to us pursuant to this contract. This is subject to him having concluded an agreement with his customer as to reservation of title and to any claims arising out of sale on pursuant to these Standard Terms of Delivery passing to us. The Customer is not entitled to dispose of reserved goods in any other way. Sale on for this purpose includes the use of reserved goods in the execution of the Customer's contracts for specific work products and contracts for work and delivery.

The Customer's claims arising out of the sale on of reserved goods are hereby assigned to us. They serve to secure our claims to the same extent as the reserved goods as provided for by the above.

If the Customer sells reserved goods on together with other goods, we acquire hereby a share of the claims arising out of the sale on corresponding to the ratio of the invoice value of the reserved goods concerned to the invoice value of the other goods.

If goods are sold on to which we have acquired a share of title pursuant to these Standard Terms of Delivery, a share of the claims arising is hereby assigned to us in accordance with the relative size of our share.

The Customer is entitled to collect claims arising out of sale on, unless we revoke this authorisation. It is in particular permissible and reasonable vis-a-vis the Customer to revoke authorisation, if circumstances arise after the conclusion of the contract result in a substantial deterioration in the Customer's asset position or if we become aware after the conclusion of the contract of such a deterioration in the Customer's asset position which had already occurred before that conclusion, and the deterioration means that the satisfaction of our claims to payment is jeopardised. The Customer's asset position will in

particular be held to have deteriorated, if a third party takes enforcement action against the Customer and the Customer fails to remedy this situation immediately, within two weeks of the enforcement action being taken, and/or if an application is made to commence insolvency proceedings with respect to the Customer's assets. In such cases we are entitled to require the Customer to inform his customers immediately of the assignment to us and to supply us with the information and documentation required for collection purposes. This is without prejudice to our right to warn the Customer and then disclose the fact of the assignment directly to the Customer's customer. The Customer must inform us immediately of any seizure or other action by a third party prejudicial to our rights.

The Customer is under no circumstances authorised to assign the claim; this also applies to factoring transactions, which the Customer is not permitted to conclude either on the basis of direct debit authorisation.

If the total value of the securities exceeds the total value of the claims secured by more than 20%, we must if requested to do so by the Customer release our own selection of securities equivalent to that excess.

5. Warranty

a) Deliveries of up to 10% more or less than the quantity ordered are permissible and do not represent any defect in performance. We also reserve the right to modify our products. This is permitted as long as it does not negatively affect the intended use of the goods or their quality.

b) Statements in advertising, in particular in leaflets/brochures, do not represent statements as to features. We do not give any guarantee with regard to features or durability within the meaning of § 443 German Civil Code (BGB).

We cannot guarantee the suitability of products for the Customer's intended purpose insofar as this goes beyond their normal usage.

c) We must be notified in writing of any obvious defects within a maximum of eight days following receipt of the goods. If this deadline is not met, our warranty obligation will cease to apply, unless the Customer can show that it was impossible for him to notify us within the time allowed.

d) If a complaint is justified, the Customer is entitled to require us to have it rectified within a reasonable period of at least two weeks. We will do this by either repairing the defect or supplying a replacement, as we see fit.

Once two attempts to rectify have failed, the Customer is entitled to exercise the rights conferred by § 437 Nos. 2 and 3 German Civil Code (BGB).

e) The warranty period is one year from the passing of risk, if the Customer is a contractor within the meaning of § 14 BGB. This is without prejudice to the Customer's

rights of recourse pursuant to §§ 478/479 BGB, but the above-mentioned one-year limitation period and Sub-section 6 of these Standard Terms of Delivery applies to damages claims.

6. Damages

We are only liable for damages claims by the Customer based on a breach of obligation for which either we or one of our vicarious agents is responsible in cases of gross culpability, i.e. involving a deliberate or grossly negligent breach of obligation. Any liability is limited in amount to the value of the contract concerned. If insurance cover applies, liability is limited to the amount of the sum insured.

This limitation of liability does not apply to cases of injury to life, limb or health.

7. Miscellaneous

a) The place of performance for each party's obligations arising out of this contract, including liabilities on cheques and bills of exchange, is Korntal-Münchingen, even if sales or deliveries were effected from a different location.

b) Our registered place of business in Korntal-Münchingen is the exclusive legal venue for legal disputes arising out of the contractual relationship, including protests on cheques and bills of exchange. However, we reserve the right to take legal action against our Customer at any other permissible legal venue.

c) The laws of the Federal Republic of Germany shall apply exclusively. This therefore excludes application of the UN Convention on the International Sale of Goods or national legislation to implement that Convention.

d) Any amendment or addition to an order must be in writing to have legal force. The same applies to any amendment intended to limit this written form requirement.

e) The invalidity of any individual provision of these Standard Terms of Delivery does not affect the validity of the remaining terms.

December 2013