

## General terms and conditions

### For commercial customers

#### I Scope of validity

a The following General Terms and Conditions (GTC) apply to all contracts between Korntex® GmbH, Stuttgart (hereinafter Korntex®) and the commercial customer (hereinafter CC).

b These GTC apply in the version valid at the time of the order.

c General terms and conditions of the CC are hereby expressly contradicted. Deviations from these terms and conditions are only effective if they are confirmed by Korntex® in written form. If written form has been agreed upon, the cancellation of the same also requires the written form. Verbal agreements are not permitted.

#### II Prices

Korntex® web pages do not list binding prices. No binding prices are listed on the Korntex® web pages. They are for orientation purposes only. Korntex® calculates the prices for the CC individually in order to be able to deliver the optimal service package.

Binding offers are only given on request and only in written form.

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#### III Shipping costs

Deliveries are carried out by a forwarder selected by Korntex®. The transport costs are borne by the CC. Shipping costs are charged at a flat rate of 6.50 EUR per carton for orders not generated via the online store. For orders generated via the online store, deliveries within Germany (excluding islands) are made "free domicile". The shipping costs include all costs for packaging, delivery papers and transport and delivery costs usual for normal shipping. If a delivery is to or must be made by express, courier or comparable services in order to meet a delivery date agreed in writing, the additional costs incurred for this shall be borne by the CC.

#### IV Terms of payment

The terms of payment and the credit limit depend on the creditworthiness of the CC. The CC agrees that Korntex® obtains a corresponding credit report from an independent credit agency. Internal company review processes also influence the granting of certain payment terms.

Cities, municipalities and public companies are usually supplied on account.



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Korntex® reserves the right to deliver the goods to the CC on account and/or to start with the production of the goods before receipt of payment, even if advance payment has been agreed upon. This applies to both neutral and finished goods.

### **V Delivery times**

Delivery times depend on the respective product or service. The estimated delivery time can be found on the order confirmation, which you will receive after placing an order.

However, this delivery time is not binding for Korntex® and may deviate in some cases due to force majeure.

The delivery date only represents the time of handover of the goods to a carrier.

Furthermore, Korntex® reserves the right to send you a partial delivery in advance and to deliver the remaining goods at a later time.

However, these two cases are the absolute exception.

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If a product cannot be delivered as planned, Korntex® will try to inform the CC in writing about the postponement of the delivery date and to give the new expected delivery date.

### **VI Print Preview Print Orders**

As a rule, the CC receives a print preview for print orders before the start of production. The print preview is for orientation purposes only. There may be minor color deviations in the printing color and the color of the textiles or other items. Deviations in the positioning of the logo and the logo size or the size and cut of the textile are also possible.

The CC is always responsible for the content of the print files, as well as for any errors in the print files. Korntex® is only responsible for errors if the print result is highly inconsistent with the print preview. In this case Korntex® reserves the right to take back the goods at your expense, to correct the errors and to deliver the requested goods.



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### **VII Reprimand duty of the commercial customer**

Complaints due to incomplete or incorrect delivery or recognizable defects must be made to Korntex<sup>®</sup> in writing immediately after delivery of the goods if they are recognizable. In case of hidden defects or missing quantities, however, after 5 days at the latest. This obligation also applies to third parties named as recipients by the CC (branch offices, customers, further processors or similar). When placing the order, the CC shall inform the recipients named by him of the special obligations to give notice of defects.

For defects, which can be proven to have occurred due to a circumstance prior to the handing over of the goods, Korntex<sup>®</sup> provides warranty either by rectification or replacement. Defective articles are to be sent to Korntex<sup>®</sup> upon request. If Korntex<sup>®</sup> is unable to rectify or replace within a reasonable period of grace, the CC can withdraw from the contract. Korntex<sup>®</sup> does not provide compensation for covering purchases made by the CC without Korntex<sup>®</sup>'s consent, in particular without allowing Korntex<sup>®</sup> to repair or replace the goods. Claims for damages are excluded, unless they are based on intent or gross negligence.

### **VIII Right of return**

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The CC can return unfinished goods within a period of 14 days without giving reasons. In this case, Korntex<sup>®</sup> will credit the CC the invoice amount minus a handling fee of 20% of the value of the goods.

If the order is cancelled before delivery of the goods, Korntex<sup>®</sup> will credit the invoice amount minus a cancellation fee of 15%.

Shipping charges cannot be credited.

In the case of individually packaged parts, only merchandise in its original packaging can be returned. Finished goods are excluded from exchange or return. However, if the CC has "sold out", he can contact Korntex<sup>®</sup> and ask if the goods can be bought back.

### **IX Retention of title**

Korntex<sup>®</sup> retains ownership of the goods until the purchase price has been paid in full. The CC is not allowed to pledge the goods to third parties until the complete payment of the purchase price.



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### **X Quantity and material reservation**

Korntex® reserves the right to deviations regarding color, material thickness and design. Information about the delivery and service item are descriptions or identifications and no guaranteed properties. Customary short or excess deliveries of up to 5% are reserved. Excess deliveries may be invoiced.

### **XI Use of customer names for reference**

Korntex® expressly reserves the right to publish company names or logos of customers who run a business, e.g. in the form of reference lists. For this purpose no special consent of the respective customer is required.

### **XII Severability clause**

If any provision of these GTC is invalid, the remaining provisions shall remain unaffected. The invalid provision shall be deemed to be replaced by a provision that comes as close as possible in economic terms to the meaning and purpose of the invalid provision in a legally effective manner. The same shall apply to any loopholes.

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### **XIII Cession**

The cession of claims, which the CC is entitled to from the business relation against Korntex®, is excluded.

### **XIV Place of jurisdiction**

All disputes arising from or in connection with contracts on the basis of these GTC are to be decided by courts which are responsible for the head office of Korntex®. Korntex® is also entitled to sue at the headquarters of the CC.

### **XV Applicable law**

For all contracts, which are concluded on the basis of these GTC, substantive German law applies.



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