

International terms of purchase of Fashy GmbH - Production and Sales, Kornwestheimer Straße 46, 70825 Korntal-Münchingen

1. General

These international terms of purchase of Fashy GmbH – Production & Sales shall apply exclusively. Should no deviating regulations be made in the following Purchase Conditions, the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN sales law) shall apply in its English version.

The confirmation or completion of our order shall apply as recognition of these Purchase Conditions.

If the goods or service from Fashy are accepted without explicit objection, this can under no circumstances be deduced from the involvement of the terms of supply or other business terms and conditions.

Compensation or damages for visits or drafting of offers, projects, plans, etc. shall not be issued by Fashy if no order follows. Agreements to the contrary must be made in writing.

To conclude the agreement, only legally signed orders issued in writing shall be valid. Verbal ancillary agreements or verbal orders, as well as any amendments and supplements shall only be effective if confirmed in writing by Fashy.

If the Contractor confirms our order later than two days after its receipt or with deviating content, this shall be a new offer which shall require written acceptance from Fashy.

A confirmation order shall be sent to Fashy by the Contractor within two days of receiving the order and is a component part of the agreement.

If the receipt is later or with deviating content, this shall represent a new offer which shall require written acceptance from Fashy.

2. Delivery

The Contractor and Client agree on the validity of one of the international commercial terms 'Incoterms' developed by the International Chamber of Commerce (ICC) for the agreement, the current version shall be authoritative. They shall apply only insofar as they do not contradict the provisions of these T&Cs and other concluded agreements. The delivery/ service, unless otherwise agreed, shall be made 'free on board' (FOB, in accordance with Incoterms) at the agreed delivery/ service location.

If it is explicitly agreed that delivery shall not be included in the price, Fashy shall determine the carrier. The goods shall be declared in the bill of lading/air waybill such that the lowest possible shipping rate shall be calculated. To carry out the transport, the Contractor shall notify us when the goods are ready for dispatch. In this case, we shall conclude transport insurance and shall bear the resultant costs. Further insurance costs shall not be assumed by Fashy. Unless otherwise agreed, the agreed price for the delivery, including packaging, shall apply. We shall be entitled to return to the Contractor bulky packaging, in particular containers, barrels, boxes, etc. after it has been unpacked and undamaged by any transport or other wear carriage-free at the Contractor's expense. We shall not accept surplus and short deliveries. We shall return inadmissible surplus deliveries at the expense and risk of the Supplier. In the case of short deliveries, we shall be entitled to reduce the invoice proportional to the short amount.

We shall only accept part deliveries by written agreement. In the case of remaining part deliveries, the remaining quantity shall be delivered.

The delivery deadlines and lead times desired by Fashy shall be binding, whereby adherence to the delivery deadline/lead time shall be judged on the actual shipping date in accordance with the bill of lading/air waybill.

Impending delivery delays must be reported to us immediately by the Contractor in writing, stating the reasons and the expected duration of the delay. If the Contractor does not provide its service or does not provide it within the agreed delivery time or is delayed, the rights of Fashy are determined thus - in particular of rights of withdrawal and compensation.

In the event of a delivery delay, the Contractor shall be invoiced 5% of the order value per day.

Compensation shall include the resultant loss, including the loss of profit, taxes, freight costs and loss of interest and drop in share price.

The compensation calculated shall be in the currency of the order.

The delivery claim shall only be excluded by Fashy if the Contractor, at Fashy's request, pays full compensation instead of the delivery. The acceptance of the delayed service shall not represent a waiver of compensation claims or contractual penalties.

In the event of exceeding the delivery date, we shall be entitled to assert legal claims after an appropriate period for the performance or subsequent performance has expired. These rights shall thereby not be excluded if we have accepted delayed deliveries in the past unconditionally.

The risk of loss or deterioration of the goods/service shall be borne by the Contractor until the delivery to the place of receipt or use named by Fashy.

Notices of defects shall be given 4 weeks after the transfer of goods at the latest and the Contractor shall be notified of the defect.

3. Prices / payment

The Contractor's prices in offers and invoices shall be given in euros/US dollars, unless otherwise agreed. Unless otherwise agreed in the individual case, prices shall include all services and additional services from the Supplier, as well as all additional costs (proper packaging, transport).

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Commercial invoices, packing lists and waybills shall be produced in triplicate (an original and two copies) and sent to Fashy separately from the goods. The Contractor shall bear the dispatch and customs costs.

By accepting our order, the Contractor undertakes to carry out the respective order in the context of Most Favoured Nation at the lowest prices and most favourable terms which the Contractor has also granted to other customers. The same shall apply for potential extended claim and/or warranty periods.

Price increases shall be excluded unless these have been otherwise confirmed by Fashy.

The Contractor's payment claims shall be due 90 days after receipt of the correct invoice at the earliest however, not before the transfer of goods or acceptance of the service. The actual shipping date shall apply in accordance with the bill of lading/air waybill.

Unless a higher discount is otherwise agreed, we shall be entitled to a discount of 3% if we pay within 20 days of receiving the invoice.

If legally prescribed, the Contractor shall submit to us a certificate of exemption from the competent financial authority before beginning to provide the service and shall immediately inform us of any changes to this certificate of exemption. If this does not happen, we shall be entitled to withhold 15% of the invoice due and to pay the financial authorities.

4. Guarantee / product liability

The Contractor shall guarantee that its goods or service shall meet the most up to date scientific and technical standards at the time of acceptance/delivery and that all applicable legal provisions, regulations and other legislation are maintained. In particular, the Contractor shall comply with all safety and environmental conditions in the country of manufacture. The Supplier undertakes to ensure this through a comprehensive and appropriate quality assurance system.

The Contractor shall guarantee that the goods are suitable for the defined intended use and that determined specifications, as well as the company's own standards are likewise maintained, such as product descriptions and/or advertising information. In this meaning, the Contractor shall guarantee the quality, durability and fitness for a specified use of its products for the intended use. The Contractor shall indemnify Fashy from any damage which arises from not upholding this guarantee.

If a claim is asserted against Fashy due to a defect of our product, the Contractor must indemnify us from this compensation obligation if the third-party damage was caused by a defect of the product supplied by the Contractor.

The Contractor shall provide proof at Fashy's request that both the risk of a claim due to product liability and the risk of having to indemnify us for product liability claims are covered by insurance of a sufficient amount.

Any of the Contractor's liability limitations, in particular for intent and gross negligence or according to amount, as well as damages typical of such agreements, shall not be accepted by Fashy.

For movable objects, the guarantee period shall be at least three years.

5. Quality requirements

An ISO 9001 certification and compliance with www.ilo.org. For suppliers from at-risk countries, active participation in the amfori BSCI system shall be aspired to in accordance with the definition of the amfori Business Social Compliance Initiative (amfori BSCI, www.amfori.org). General quality requirements of Fashy GmbH and all associated companies.

- Compliance with set specifications
- Compliance with the requirements of EG1907/2006 REACH Regulation see <https://echa.europa.eu/de/candidate-list-table>
- Documentation of the quality checks and approval of goods
- The Contractor shall make records concerning quality checks available to the Client on request.
- Development of a traceability system
- ISO 2859 shall be applied to goods inspections. An inspection unit is a sales unit. The AQL value 2.5 level II shall apply.
- The Contractor hereby consents in quality audits to assessment of the effectiveness of its quality assurance system by the Client or by a representative of the Client.

In the case of new developments for Fashy, we shall retain property and copyright rights to illustrations, drawings and other documents. These may not be made available to third parties without explicit consent. These documents shall be used solely for manufacturing on the basis of our order.

The Contractor may only with prior written consent advertise its business connection to the Client or products relating to the Client.

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Managing directors: Volker Kraus, Wolfgang Kraus

6. Transfer

The Contractor shall not be entitled to assign claims against us or have these collected by third parties without Fashy's explicit consent. We shall grant consent if a denial should be deemed to be contrary to good faith. For the case that the Contractor agrees an extended retention of title with its supplier during the course of ordinary business, we shall now grant our consent.

7. Place of performance / jurisdiction

Place of performance for the delivery or service of the Contractor shall always be our registered office. Place of performance for our payment obligations and other obligations by Fashy shall always be our registered office.

Place of jurisdiction for all disputes shall be Fashy's registered office. However, Fashy shall retain the right to sue the Contractor if necessary at any other permissible place of jurisdiction. The German Commercial Code shall apply.

8. Written form

Any amendments and/or supplements to our orders, as well as the underlying contractual agreements shall require written form. This shall also apply to amending this written form clause.

January 2018

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