

# General terms of trade, delivery and payment of the company Schoebel I.I.c crystal glass.

## Validity.

1. Only our terms of trade are valid. Foreign terms are rejected, unless their inclusion has not been expressly accepted by us with means of a written statement. It is allowed to refer to our trade relations only with our written permission.

## Conclusion of a contract.

2. Offers, orders and agreements stay free with regard to price, quantity, deadline and possibility of delivery. To us contracts become binding only after our written confirmation.
3. Prices mentioned in our offer are effective provided that all the details based on it remain unchanged.
4. Drafts, drawings, test values, samples and similar preparatory work arranged by the client are included.
5. For any violation of the rights of an unknown third party guarantees exclusively the customer.
6. Before starting the production, the required tolerance rates and examining tests need our written approval.

## Prices.

7. Prices are worked out ex factory. Unless differently agreed, they don't include the costs of outer and inner packing, freight, postage, insurance and other delivery costs.
8. Prices do not include VAT value. VAT is calculated on a basis of current domestic rates.
9. Any raise or change in the costs related to the production, trade and transport of the goods, including public charges, give us the right to consequently increase our prices when concluding a contract. The same occurs for deliveries that are to be executed only 4 months after the conclusion of the contract.
10. Our calculations are grounded on the values of weight, volume or quantity established in our forwarding department.

## Delivery and despatch.

11. We will do our best to meet scheduled deadlines and to carry out deliveries with the due accuracy.
12. Should we exceed the time limit, the purchaser has the right to fix a respite. He is entitled to withdraw from the contract because of delay in delivery only at the end of this second time limit and only regarding undelivered goods. This is not valid for partial delivery.
13. Goods delivered regularly cannot be sent back nor exchanged. We are not compelled to remunerate, send back or provide for the storage of goods returned to us without our previous agreement.
14. Orders on request have to be accepted within 8 months since the date of conclusion. The goods of an order are manufactured in series and delivered from stock. Any different arrangement needs our written permission. At latest after the expiry date of the stated deadline, goods are charged into account.
15. Unforeseen events, as production defects, decrees of authorities, shortage in raw materials, changes in currency rates, war, laboral turmoils and other cases of violence, free us from our engagement till the disturbances and its effects are over. Moreover we reserve the right to withdraw completely or partially from the contract.
16. We exclude claims for a substitute delivery because of delay or impossibility in delivering, so far legally admissible.
17. It is not always possible to meet the exact delivery amount, that's why we reserve ourselves the right to slightly lower or increase it by a 10%.
18. If not expressly hinted at the way and manner of dispatch, the choice follows according to our best assessment. We will suitably commit ourselves to take into account the desires of the purchaser.
19. If not arranged differently, the purchaser has to take on the costs of packing and dispatch.
20. We do not accept back any packing materials. Any deduction for their disposal is therefore inadmissible.
21. All consignments travel at risk of the purchaser, even in case of freight paid delivery. Arrangements for transport insurance are left to the client.

## Payment and payment delay.

22. Payment is due within 30 calendar days after date of invoice and without any deduction. Unless other measures are taken, we guarantee a 2% discount for payment within two weeks.
23. Payment obligations are to be considered fulfilled only when we can dispose of the equivalent we have claimed.
24. Any discount can be ensured only when due payment obligations are no longer open.
25. If the fulfillment of payment claims is threatened by worsening of the client's financial situation after conclusion of the contract, we can request payment in advance of all trade relations still open, back out of orders not yet dispatched and withdraw from the current ones. We are entitled to these measures also when the client does not meet our claims, notwithstanding a

demand for payment.

26. At the negative expiration of a deadline we have the right to back out of a contract.
27. In case of payment delays, rate of interest are calculated at a height of 3% over the current discount rate of the FB of Germany. A final calculation of further losses due to delay is not to be excluded.

## Reservation of ownership.

28. All our goods already delivered are to be considered our property until we still have payment claims against the purchaser.
29. The purchaser is entitled to treat and process the goods within the limits of his trade company legally run and to dispose of them. Extraordinary measures as, for instance, pledges or transfers are inadmissible.
30. With the purchase of our goods, until the entire fulfillment of our requests, the purchaser consequently gives up to us further claims and rights of a third party, raising from the disposal of goods in our property or in common ownership. However, for common goods up to the height of our share.

## Objections.

31. Founded complaints are taken into account when we receive a written report within one week. We have the right to substitute them or to withdraw from the contract. Further claims of the customer are inadmissible. It's not allowed to deny any payment because of objections or counterclaims.
32. Since our products are exclusively handcrafted, slight variations from the sample are to be accepted. This affects also the processing of an item and its difference in colour.
33. Any further modification of our products occurs at risk of the purchaser. Our technical advisory service does not guarantee for the rights of a third party and does not prevent the purchaser from the duty to test the suitability of the goods for his purposes.
34. Complaints for defects cannot be taken into account if not immediately reported with a written notice, after an accurate examination of the goods at the arrival to their destination place. Should the purchaser neglect to notify the defects, we take for granted his approval of the delivery.
35. In case of legally authorised notice of defects, we will either provide to repair the goods or deliver other ones free of defects.
36. For defects of a part of the order, one has not the right to object to the whole delivery.
37. For defects we are liable only in case of evident negligence on our side and we take on their removal free of costs.
38. In case of goods which have just undergone further processes, any notice of defects is to be excluded. For founded objections we reserve the right to repair the goods, to deliver a substitute free of charge or to offer a credit.

## Violation of contract.

39. Any violation of a contract gives us the right, excepted further claims, either to suspend every delivery to the purchaser or to withdraw from the contract.

## Liability in case of violation of a contract.

40. For violation of pre- or contractual duties, we guarantee only in case of evident negligence on our side.
41. Furthermore, our liability is restricted to the damages foreseeable at the moment of conclusion of the contract.

## Copyright.

42. We reserve the rights, copyrights and property over all models, moulds, tools, samples, pictures and stencils we have prepared.
43. The purchaser has to consider and treat with due caution knowledge and know-hows he has learned from our trade relation.

## Compliance, jurisdiction and effectiveness.

44. Bayreuth is jurisdiction for any litigation arising from our business relationship. We have also the right to bring an action against a customer at his residence place. This regulation is valid as well for processes of documents and of exchange and checks operations.
45. Exclusively the right of the FRG is valid. The application of the unanimous laws of 17. 07. 1973 over the international purchase of mobile goods (BGBl 73 I S 856) as over the conclusion of international deals of mobile goods (BGBl 73 I S 888) is excluded.

In case of inefficiency of one or more provisions, the efficiency of the rest is not affected.

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