

General Terms of Sale and Delivery

The following General Terms and Conditions apply to all offers of all types of goods and services of

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VAT identification number: DE 246532068
Tax office Freiberg

1. Scope

The following General Terms and Conditions in the version applicable at the time of the order apply exclusively to the business relationship between ALTERFIL Nähfaden GmbH (hereinafter: "ALTERFIL") and the customer (hereinafter: "Customer"). These General Terms and Conditions can be accessed at the website address <http://www.alterfil.com> at any time. Furthermore, they can be printed or saved using your internet browser.

When ordering, the Customer expressly accepts these General Terms and Conditions.

ALTERFIL only accepts conflicting conditions of the Customer or conditions of the Customer, which deviate from these General Terms and Conditions, if it is expressly agreed in writing that they are valid.

2. Offer and conclusion of contract

The order of the Customer is a binding offer. Basically, the Customer is bound to it for two weeks. The order can be accepted by ALTERFIL either by sending an order confirmation (order confirmation by e-mail or fax) as a binding declaration of acceptance or by sending the ordered goods. If the Customer orders electronically, ALTERFIL will electronically confirm the receipt of the order without delay. This confirmation of receipt does not yet constitute a binding acceptance of the order. However, the declaration of acceptance can be combined with the confirmation of receipt.

If the order is placed by phone, the contract is concluded following written order confirmation and/or invoice as well as payment and receipt of the goods, after having taken note of these General Terms and Conditions and the right of withdrawal, which are sent by e-mail after the ordering process or are submitted with the goods at the latest.

The Customer's order must have a minimum value of 75 EUR.

3. Terms of payment and prices

Payments are made by transfer, cash on delivery, advance payment or direct debiting scheme.

In case of advance payment, the goods are sent after full receipt of payment.

In case of payment by direct debit, the account is debited after shipment of the goods.

In case of cash on delivery payment, the parcel service charges a COD charge.

The invoices are due after the agreed due date for payment. In the event of default, ALTERFIL is entitled to withhold further deliveries and services. In the event of default of payment by the Customer, ALTERFIL is entitled to charge interest amounting to 5% above the respective reference

interest rate of the European Central Bank per year. In the event of repeated default of payment, ALTERFIL reserves the right to send goods against advance payment only.

Basically, the prices, which are applicable at time of ordering according to the current price list, are taken as the basis. ALTERFIL reserves the right to make an adjustment as a result of apparent error. All prices are quoted in EURO without the statutory value-added tax plus shipping costs, which are notified to the Customer before placing the order.

If the value of the goods is less than 75.00 EUR net, an extra charge for small quantities amounting to 7.50 EUR is charged.

4. Delivery and shipment

ALTERFIL is entitled to make partial deliveries and render partial services. Even if binding dates and deadlines have been agreed, ALTERFIL is not responsible for delivery and performance delays due to force majeure or due to events that make it substantially difficult or impossible for ALTERFIL to deliver – this particularly includes strike, lockout, official orders etc., even if they occur at suppliers of ALTERFIL or their sub-suppliers. In such cases, we are entitled to postpone the delivery or performance by the duration of the impediment plus a reasonable start-up period. If the Customer is in default of acceptance, ALTERFIL reserves the right to sell the goods to a third party.

Additional customs duties, taxes and fees must be paid for deliveries to foreign countries outside the EU.

Orders of ALTERFIL are exclusively placed in writing and are only valid in this form.

5. Reservation of title

The delivered goods remain the property of ALTERFIL until full payment of all receivables from the business relationship with the Customer. The Customer is obliged to insure the goods, which are subject to the reservation of title of ALTERFIL, properly. The Customer is not authorized to dispose of the goods, which are subject to this reservation of title.

6. Limitation of liability

ALTERFIL is liable for intent and gross negligence according to the statutory provisions. ALTERFIL is only liable for slight negligence if a fundamental contractual obligation (cardinal obligation) is breached or in the case of default or impossibility of performance. In the event of a liability arising from slight negligence, such liability is limited to those damages that are predictable or typical. In case of liability arising from slight negligence, this limitation of liability also applies in the event of an initial inability on the part of ALTERFIL.

7. Warranty

The statutory provisions concerning the liability for material defects and defects of title apply. ALTERFIL assumes no warranties beyond the legal warranty provisions. Manufacturer warranties remain unaffected.

Obvious defects of the delivered goods must be notified to ALTERFIL by the Customer in writing within 2 weeks after receipt. In order to keep the term, the timely sending of the notification is important.

If the delivered goods are defective or lacking promised characteristics, ALTERFIL must - at its own option - provide a replacement or correct the defect - excluding further warranty claims of the Customer. If ALTERFIL allows a set grace period to expire without having provided a replacement or remedied the defect, or if the rectification of defects fails, the Customer can - excluding all other

claims - withdraw from the contract or demand an appropriate reduction of the purchase price. ALTERFIL is liable for replacement deliveries and improvement work to the same extent as for the original goods.

8. Data protection

ALTERFIL exclusively uses personal data, which are disclosed by the Customer to ALTERFIL for the contract processing (name, address, phone number, fax number, e-mail, bank details), for processing the order as quickly as possible and customer-friendly. When collecting, processing and using data, the provisions of the Federal Data Protection Act and the German Telemedia Act are taken into account. The personal data of the Customer is not passed on to third parties without the express and always revocable consent of the Customer. ALTERFIL undertakes to pass on the data of the Customer only to partner companies if this is required to execute the order, e.g. communication of names and address to a shipping company for the delivery of the ordered goods. The Customer has the right to information, deletion, correction or blocking of his stored data. In case of concerns, please send a letter to

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9. Miscellaneous

This contract and all legal relations of the parties are subject to the law of the Federal Republic of Germany with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Changes and amendments of this contract must be made in writing. This also applies to changes of this written form clause. Additional oral agreements have not been made.

The place of performance for deliveries to the Customer and payment by the Customer is ALTERFIL's place of business.

The place of performance for suppliers is the address specified by ALTERFIL.

The place of jurisdiction is ALTERFIL's place of business.

If individual provisions of this contract are or become invalid or contain a loophole, this does not affect the remaining provisions. The parties undertake to replace the invalid or incomplete provisions by such legally permissible provisions, which most closely approximate the economic purpose of the invalid provisions, or fill this loophole.