

General Terms and Conditions

1. Area of Applicability

The following General Terms and Conditions apply to all sales, deliveries, and services made or performed by us. Any deviations from these Terms and Conditions, including but not limited to contradictory terms and conditions stipulated by the Buyer, apply only to the extent that we have expressly agreed to their validity.

Furthermore, our Terms and Conditions shall apply to all future transactions with the Buyer, whereby no new, express inclusion of these Terms is necessary.

2. Quote and Conclusion of the Contract

Any and all quotes made by us are subject to change without notice in the absence of any express agreement to the contrary in our quote. A contract is legally valid only after we have issued a written order confirmation. The same applies to additions, changes, and ancillary agreements. Delivery or issuance of invoice can replace an order confirmation.

3. Delivery

Any statements regarding estimated delivery time are subject to change without notice.

Partial deliveries are permitted and may not be refused by the Buyer, if the remaining merchandise is still to be delivered and/or if the partial delivery is not without interest to the Buyer.

If a delay in delivery occurs, the Buyer must grant us a reasonable extension period of four weeks before he can avail himself of his rights pursuant to Section 281 BGB (German Civil Code).

4. Prices

Prices are in euros plus shipping costs, as well as the currently valid statutory value-added tax.

In the absence of any agreement regarding fixed prices, the orders shall be invoiced in accordance with the price lists valid on the day of delivery.

5. Payment conditions

The conditions to pay for our goods/services delivered are to be agreed upon beforehand.

For the event of the return or the non-fulfilment of a direct debit payment, the Buyer irrevocably authorises his bank herewith to inform us of his name and current address.

Sample shipments will be invoiced immediately.

The Buyer is not entitled to make set-off claims against our receivables nor to claim any rights to retention of goods. This does not apply to claims that have been legally established or have been acknowledged by us to be justified.

A legal assignment of claims, including any warranty claims, by the Buyer is excluded.

6. Shipment

Place of performance is Rüscheid/Westerwald (Germany). In the event of shipment, it is effected ex warehouse Rüscheid. Mode of dispatch by arrangement.

The Buyer shall bear the shipping costs.

The risk of accidental loss or accidental deterioration of the goods shall be transferred to the Buyer at the time of shipment to the Buyer, no later, however, than at the time the goods leave the warehouse.

This applies whether or not the goods are shipped from the place of performance or not.

In the event of direct shipment to the Buyer's customers, the shipping documents shall accompany the goods.

7. Processing of customer requests / applications

In the event that the Buyer instructs us to process the goods according to his guidelines, we shall provide him with a proof and/or sample manufactured according to his guidelines.

If the Buyer then releases the order, the provided proof and/or sample shall be the prevailing point of reference for the performance of the order.

If, however, the Buyer does not agree with the technical implementability of the specifications he has stipulated within the scope of the technical possibilities at our place of business, we are entitled to withdraw from the contract.

If, however, the Buyer withdraws from a contract for the delivery of goods processed according to his specifications, he shall reimburse us with any processing costs we have incurred up until the time of his withdrawal from the contract. This does not apply, if we are responsible for the cause of rescission.

For all refinement orders a proportionate share of the costs for films, screens or embroidery patterns will be charged to the customer. After processing of the order the sole ownership for all such models remains with our company. They can never be passed out on demand and our company is authorized to destroy them at any time.

8. Notice of defect and warranty

Warranty claims expire by limitation 12 months after we have delivered the goods/services to the Buyer.

Any notices of defect or deficiency must be made promptly and in writing.

Notices of defects or deficiencies that are not immediately apparent must be made no later than within one year of the date the goods/services were delivered to the Buyer.

We warrant our products and/or services by providing, at our discretion, either subsequent rectification of all or part of any defects and/or deficiencies or replacement delivery, which shall both be free of charge.

In the case of a warranty-activating event, it is at our discretion to require that the defective product or part thereof be sent to us for repair or that the Buyer make the defective product available to us for the purpose of subsequent rectification.

Should two attempts of subsequent rectification of defects and/or deficiencies or replacement delivery prove unsuccessful, the Buyer has the right, at his discretion, to demand a price reduction or cancellation of the contract.

Should the Buyer or a third party carry out any work, intervention, or repairs without our written agreement, our warranty obligation shall be terminated.

All specifications in our catalogues, price-lists, and technical documentation regarding the quality or technical features of the merchandise, its measurements, weight, and colours shall be considered as non-binding and for information only even if they refer to DIN or EN norms or any other norms or standards.

No assurance or warranty of any qualities or features whatsoever may be assumed, unless the Buyer has informed us regarding the intended use by submitting appropriate documentation, and we have expressly confirmed the suitability of the merchandise in writing.

We reserve the right to supply products with minor deviations with regard to colours, quality, and equipment on the basis of the standard conditions of the German textile industry.

We do not warrant that deliveries are completely uniform with regard to colour and form, or that they conform to samples or specimens.

Products are being continuously developed. Any minor deviations in the delivered product as compared to the ordered product, which may result from such development, are permitted and shall be deemed as fulfilment in accordance with the contract, provided that they do not limit or impede the product's usability and/or suitability for the Buyer's purpose.

Deviations in the supply quantity or in quantities per size of up to +/- 5% do not represent a defect or deficiency under the warranty provisions.

9. Reservation of title to ownership

The delivered merchandise shall remain our property as reserved goods until the purchase price has been paid in its entirety and all current accounts receivable and any accounts receivable that may occur in the future, which result from this business relationship on any legal basis whatsoever, have been paid off. This also applies if individual accounts receivable or all of our accounts receivable have been placed in a revolving account and the balance has been drawn and recognized.

If reserved goods are sold by the other party to this contract or are combined or commingled with other objects and/or products, this party assigns and transfers to us at this point in time any and all receivables, which may arise from the sale and/or combining or commingling of the products, in the amount of the value of such reserved goods with all subsidiary rights and ranked above all remaining receivables; we accept this assignment herewith. The definitive amount shall be that invoiced by us plus a security surcharge of 10%, which, however, shall remain out of account to the extent that third party rights conflict with it.

The Buyer has the right and/or authorisation to sell, combine, or commingle the reserved goods with other products only in the course of customary and proper business practices; this is subject to the proviso that the receivables and/or claims described in the previous paragraph shall actually be assigned and transferred to us. The Buyer does not have the right to use or dispose of the reserved goods in any other way, including but not limited to mortgaging, pledging, or collateral assignment. In the event of processing or commingling the reserved goods, the reservation of title extends to the

processed and/or commingled object to the extent that third party rights do not conflict with it. The other party to this contract is authorised, whereby this authorisation can be revoked at our discretion, to collect those receivables assigned to us on his own behalf, subject to the proviso that the collected receivables be remitted directly to us. Upon our request, the Buyer shall specify the debtors of those receivables assigned to us and shall notify the debtors of this assignment. We also have the right to notify the debtors of this assignment.

If the value of the collateral pledged to us exceeds our receivables by more than 10%, then we are obligated to transfer or release this collateral, whichever option the Buyer chooses.

10. Liability

Liability for damages of any kind (contractual and non-contractual) is excluded, provided that they have not been caused on our part with intent or by gross negligence or by a violation of a fundamental and principal contractual obligation (cardinal obligation). The limitations of liability stipulated hereinabove do not apply to injuries to life and limb, for which we are accountable.

Our liability in accordance with the provisions of the German Product Liability Act shall remain unaffected.

Should nevertheless liability be possible, it shall be limited for any and all damages to the value of the merchandise delivered by us and deployed by the Buyer.

We shall assume no liability whatsoever in the event that the motifs or designs requested by the Buyer infringe upon the proprietary rights (industrial designs, trademarks, etc.) of a third party. The Buyer shall indemnify and hold us harmless against any claim from third parties.

11. Data protection

Notice pursuant to Section 33 BDSG (German Data Protection Act): The data of our contractual partners are stored and processed in a machine-readable form in compliance with the current statutory provisions regarding protection of privacy.

12. Other

For any and all legal relationships between the parties to this contract, the laws of the Federal Republic of Germany shall apply under the exclusion of the so-called "uniform sales laws" (CISG – UN Convention on Contracts for the International Sale of Goods).

The sole place of jurisdiction for any and all disputes between the parties under this contract is Neuwied (Germany).

Should individual provisions as stipulated hereinabove be or become invalid, this shall not affect the validity of the remaining provisions.

13. Exclusion of liability for third-party links

Referring to our pages with links to other websites, we would like to point out that the following statement applies to all these links: We expressly declare that we have no influence on the design or content of the websites, for which links are provided. For this reason, we wish to distance ourselves herewith from all content on all third-party websites, for which links are provided on the www.snap-sportswear.de website and expressly state that this content does not necessarily reflect our opinion or policy. This statement applies to all displayed links and to the content of all websites, for which links are provided.