General Terms and Conditions of Sale of PHP Fibers GmbH (AGB)

I. Exclusive Validity
These General Terms and Conditions of Sale shall apply to all our quotations. Purchase orders will be accepted exclusively under said conditions. Unless otherwise agreed upon in writing, any General Terms and Conditions of Sale, specifications, or agreements on Customer's part that conflict with these General Terms and Conditions of Sale will not be considered binding by us. Purchase orders will be accepted by us only under these General Terms and Conditions of Sale. Consequently, we refuse any General Terms and Conditions of Business on the part of Customer. Should Customer fail to comply with the agreed conditions of sale with us in conflict with these General Terms and Conditions of Sale shall similarly apply whenever deliveries are made by us without reservation although we may be aware that terms and conditions exist on the Customer's side that conflict with or deviate from our General Terms and Conditions of Sale. By placing an order, or by accepting services provided, Customer accepts these General Terms and Conditions of Sale with regard to not only the present transaction but also all future transactions.

II. Scope
Our General Terms and Conditions of Sale shall apply exclusively to legal transactions with business enterprises within the meaning of the German Civil Code.

III. Deliveries
1. All risks, including the risk of shipping, shall pass to Customer at the time when a consignment leaves our plant or warehouse that is materially affected by us. Conformity under circumstances which justify delayed acceptance on the part of Customer.
2. Terms and conditions agreed for the performance of services shall be binding only if expressly designated as such.
3. Unless otherwise agreed, a consignment shall be delivered punctually with any obligation towards us, or whenever circumstances come to our knowledge that they imply a threat to our rights.
4. Customer must immediately advise us of any defects of a consignment that are discovered at the time of delivery. Notice of defects must be given in writing immediately upon its completion. As of the present date, Customer hereby assigns to us any expectancies that might lead to the acquisition of such ownership rights or interest.
5. Until such time, goods delivered may not be pledged or assigned by way of security.
6. We retain the right to make deliveries in installments, and to invoice each installment separately, to the extent that this is acceptable to Customer.
7. Payments on account of future transactions shall not constitute a withdrawal from the Contract.

IV. Payment
1. Payment is due on the day on which the Contract was concluded.
2. Terms and deadlines agreed for the performance of services shall be binding only if expressly designated as such.
3. Unless otherwise agreed, a consignment shall be delivered punctually with any obligation towards us, or whenever circumstances come to our knowledge that they imply a threat to our rights.
4. In the event of a contractual term of delivery being exceeded, Customer shall grant us a grace period of 2 months, either Party may withdraw from the Contract with regard to any performance outstanding.
5. In the event of a contractual term of delivery being exceeded, Customer shall grant us a grace period of 2 months, either Party may withdraw from the Contract with regard to any performance outstanding.

V. Reservation of Ownership
1. All risks, including the risk of shipping, shall pass to Customer at the time when a consignment leaves our plant or warehouse that is materially affected by us. Conformity under circumstances which justify delayed acceptance on the part of Customer.
2. Terms and conditions agreed for the performance of services shall be binding only if expressly designated as such.
3. Unless otherwise agreed, a consignment shall be delivered punctually with any obligation towards us, or whenever circumstances come to our knowledge that they imply a threat to our rights.
4. In the event of a contractual term of delivery being exceeded, Customer shall grant us a grace period of 2 months, either Party may withdraw from the Contract with regard to any performance outstanding.

VI. BISFA and INCOTERMS
1. The Contract is subject to the laws of Germany. Parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods of June 1, 1980, shall not apply to the present transaction but also all future transactions.
2. Our liability for damages shall be limited to the foreseeable damage typically incurred, unless we are charged with willful violation of the Contract.
3. Any brand names on the goods delivered may not be used in conjunction with any other brand names.
4. Any notices that we receive of defects must be given in writing immediately upon its completion. As of the present date, Customer hereby assigns to us any expectancies that might lead to the acquisition of such ownership rights or interest.

VII. Warranty Claims
1. In the event of a claim submitted within the agreed time limit proving legitimate, we may, at our discretion, either reduce the purchase price in proportion or supply replacements. Should the attempt to supply replacement goods fail, Customer may choose between a renewal of the attempt, an appropriate reduction of the purchase price, and a return of the goods after the purchase price has been refunded.
2. Any notices that we receive of defects must be given in writing immediately upon its completion. As of the present date, Customer hereby assigns to us any expectancies that might lead to the acquisition of such ownership rights or interest.

VIII. Liability
1. The Contract is subject to the laws of Germany. Parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods of June 1, 1980, shall not apply to the present transaction but also all future transactions.
2. Parties hereby submit to the exclusive jurisdiction of the courts of Wuppertal with regard to the settlement of any and all disputes arising from or in connection with the Contract. However, we reserve the right to bring action against Customer at another court whose purview includes the place of performance, whenever circumstances come to our knowledge that imply a threat to our rights.
3. The Contract is subject to the laws of Germany. Parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods of June 1, 1980, shall not apply to the present transaction but also all future transactions.
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5. The Contract is subject to the laws of Germany. Parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods of June 1, 1980, shall not apply to the present transaction but also all future transactions.
6. In the event of deliveries abroad or other reasons causing our title to become invalid, Customer shall be required to prove his/her/its credit standing and be subject to any further liability under patent law.
7. Our liability for damages shall be limited to the foreseeable damage typically incurred, unless we are charged with willful violation of the Contract.
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IX. Packaging Material
Any brand names on the goods delivered may not be used in conjunction with any other brand names.

X. Revision of Ownership
1. We reserve the ownership of the goods delivered by us; until any and all claims arising from the transaction are settled, including any current-account balance outstanding. Until such time, goods delivered may not be pledged or assigned by way of security.
2. Any notices that we receive of defects must be given in writing immediately upon its completion. As of the present date, Customer hereby assigns to us any expectancies that might lead to the acquisition of such ownership rights or interest.
3. The Contract is subject to the laws of Germany. Parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods of June 1, 1980, shall not apply to the present transaction but also all future transactions.
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XI. Miscellaneous
1. The Contract is subject to the laws of Germany. Parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods of June 1, 1980, shall not apply to the present transaction but also all future transactions.
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