



I. General Terms and Conditions

(1) All transactions between you (the "Customer") and us ("Transfertex") are exclusively subject to the following conditions, even if Transfertex carries out the transaction unconditionally in the knowledge of deviating conditions.

(2) Deviating conditions by the Customer shall not apply even if they have not been explicitly contradicted.

II. Usage rights

Transfertex hereby grants a simple, non-transferrable usage right to the design created by Transfertex, limited to the delivered goods or the product manufactured using the delivered goods as per the agreement.

III. Reservation of title

(1) The delivered goods shall remain the property of Transfertex until all claims, including future claims, have been paid in full.

(2) If the delivered goods are processed to create a new item, the processing shall take place on behalf of Transfertex.

In the case of processing with other goods that do not belong to Transfertex, Transfertex shall obtain co-ownership of the new item according to the value of the delivered goods in proportion to that of the other goods at the time of processing. The new item is then considered goods subject to reservation of title.

(3) The Customer hereby assigns to Transfertex in advance its claims from the resale of goods subject to reservation of title. In the case of a resale together with other goods that do not belong to Transfertex, the Customer hereby assigns its claim from the resale in advance, in the amount of the value of the goods subject to reservation of title.

(4) The Customer may resell the goods subject to reservation of title in the ordinary course of business. The Customer is not entitled to otherwise dispose of the goods subject to reservation of title, nor the assigned or yet-to-be-assigned claims.

(5) Transfertex hereby revocably authorizes the Customer to collect claims from the resale as long as the Customer fulfills its payment obligations. Upon request, the Customer shall provide Transfertex with the names of the debtors for the assigned claims and notify these parties of the assignment. Transfertex is authorized to notify the debtors of the assignment on the Customer's behalf. In the case of pledging or other threats to the rights of Transfertex, the Customer must inform the party taking or intending to take the endangering measure about the rights of Transfertex, and must inform Transfertex of the threat immediately.

(6) If the value of the securities exceeds the claims by more than 5%, Transfertex is entitled to retransfer or release the securities.

IV. Deviations in quantity and color

(1) Excess deliveries or shortfalls of +/- 5% cannot always be prevented for technical reasons, and are permissible. The delivered quantity shall form the basis for the invoice.

(2) Minor commercial deviations in color compared to the provided sample (e.g. digital proofs, press proofs) are unavoidable.

(3) The digital printing paper supplied by Transfertex has a maximum printing width of 158 cm.

V. Warranty

(1) Before placing an order, the Customer shall test the sample provided by Transfertex to ensure its suitability for the intended use. This sample then determines the condition of the goods to be delivered by Transfertex for the intended purpose named by the Customer at the time when the sample was ordered.

(2) Retention samples of customer orders will be kept by Transfertex for a maximum of 6 months. For repeat orders placed after this period, Transfertex do not assume any warranty for exact colour matches compared to the initial order.

(3) Except in cases of intent or gross negligence or a breach of significant contractual duties (cardinal duties) or a loss of life, bodily injury or damage to health, Transfertex shall only be liable for foreseeable, typically occurring damage. The Customer is obligated to minimize the damage.

(4) The limitation period for defect claims is 12 months after delivery.

VI. Offsetting

The compensation claim can only be offset by undisputed or legally binding counterclaims.

VII. Place of fulfillment, applicable law, place of jurisdiction, severability clause

(1) The place of payment and fulfillment is Kleinostheim.

(2) The place of jurisdiction for all disputes arising from this contractual relationship is hereby established as Aschaffenburg. German law applies.

(3) If individual provisions should be or become invalid in whole or in part, or if a contractual gap is discovered, the other provisions shall remain valid. The invalid or missing provision shall be replaced or filled by another legally permissible, appropriate provision that corresponds to what the parties to the contract intended.

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