

Terms & Conditions for B2B fabrics

Gottstein GmbH & Co. KG, A-6430 Ötztal-Bahnhof, Industriestrasse 31

1. General:

1.1. Only these general terms and conditions apply in all business transactions for the product group of woolen fabrics between Gottstein GmbH & Co. KG and its contractual partners, hereinafter referred to as "customer". Differing conditions from the customer that we do not expressly recognize are non-binding for us, even if we do not expressly object to them.

1.2. These general terms and conditions also apply as general conditions for future and informal orders as well as the services we provide.

2. Orders, Acceptance, Prices:

2.1. The conclusion of the contract becomes legally effective as soon as we confirm acceptance in writing by email. All offers and information are subject to change; we reserve the right to prior sale of goods in stock.

2.2. If the customer does not object to its content within 24 hours of receipt of the order confirmation, it is expressly deemed accepted.

2.3. The acceptance of an order can be made dependent on an advance payment.

2.4. The prices are exclusive of statutory VAT, in euros, ex works, freight forwarded, without any return costs. The costs for import duties and other government charges are not included. Any export costs incurred to non-EU countries will be charged to the customer.

2.5. Unless otherwise agreed, the customer has expressly acknowledged the price specified in the order confirmation by accepting the order confirmation.

2.6. The prices are always subject to possible price increases from our suppliers and raw materials.

2.7. In any case, we may deviate from the stated prices without prior notice.

2.8. Inherent colors are colors that do not come from the latest edition of the Gottstein color chart. Orders made from your own color must be accepted in full, even if the quantity differs from the quantity confirmed on the order confirmation due to under or over delivery by the yarn supplier.

3. Delivery, transport and damages:

3.1. The delivery deadline is deemed to have been met if the goods are ready for dispatch within the deadline or the goods have been given by us for dispatch.

3.2. We are entitled to partial deliveries. The delivery times are subject to change and are not binding for us. Partial deliveries cannot be rejected by the customer.

3.3. In the event of a delay in delivery, the customer must provide us with a grace period of at least 12 working days by registered letter. An agreed delivery period will be extended appropriately in the event of unforeseen obstacles, force majeure, strikes or lockouts, incorrect or late self-delivery or other circumstances for which we are not responsible. The same applies if non-compliance with the delivery deadline is due to circumstances for which the customer is responsible, such as non-compliance with payment deadlines or subsequent changes. If the customer defaults on acceptance, we have the right to enforce compliance with the purchase contract and to charge storage costs to an appropriate extent until delivery.

3.4. Claims for damages resulting from late delivery are excluded.

3.5. Our woolen fabrics must be transported horizontally. We cannot be held responsible for improper transport.

3.6. Unless expressly agreed otherwise, delivery takes place "ex works". In the absence of a special agreement, the shipping route and means of transport are subject to our choice, excluding any liability.

3.7. If, at the customer's request, the transport is carried out with a different shipping company than the one we use, it will be invoiced.

3.8. The customer is obliged to accept the ordered goods at any time. In the event of a refusal, the risk and costs of return shipping, storage and/or other necessary costs will be borne by the customer.

3.9. Even if delivery conditions other than "ex works" are agreed with the customer, our present terms and conditions apply exclusively.

3.10. The customer must inspect the goods immediately upon receipt and report any defects to us in writing and immediately. If the customer fails to do this, the goods are deemed to have been expressly accepted.

3.11. Shipping is always at the customer's risk. The risk is transferred to the customer upon loading; if delivery is prevented for reasons within the customer's control, the risk is transferred when the goods are ready for dispatch. We assume no liability for any damage.

3.12. When the goods are delivered, they must be checked immediately for possible transport damage in the presence of the delivery person. Possible damage must be noted and documented with photos. Transport damage that is not reported immediately will not be accepted.

4. Cancellations, returns, complaints:

4.1. Cancellation of an order is generally possible up to 2 days after receipt of the order by the customer, in which case we are entitled to charge a cancellation fee of 30% of the purchase price plus all additional costs.

4.2. As a general rule, purchased goods cannot be exchanged or returned.

4.3. Returns require our express approval.

4.4. Deviations in length, width and weight are unavoidable in wool products and must be tolerated up to +/- 5%. For wool qualities with a m² weight of less than 280g/m², deviations of +/- 10% must be tolerated. The weight of materials within the tolerance will under no circumstances be viewed as a reason for a complaint.

4.5. Weight fluctuations within the bale are essential due to the natural properties of wool and are not grounds for complaint. The weight tolerances and the weight of the fulled fabric refer to whole bales.

4.6. Substances that are outside the tolerance cannot be complained about and must be accepted by the customer. In return, the customer receives a corresponding credit %. For each % above or below the tolerance, 1% is credited e.g.: if the substance is 4% outside the tolerance, 4% is credited.

4.7. Wool is hygroscopic, so humidity has a direct effect on the weight of the product. The actual weight is therefore defined as the weight of the goods when they left our factory.

4.8. Pilling can occur when wearing wool fabrics and is not a reason for complaint. The intensity of pilling can also vary from lot to lot.

4.9. Walk items can have a different visual appearance depending on the color and can therefore appear different depending on the bale. This is unavoidable due to the natural properties of wool and is not a reason for

a complaint. There may also be differences per lot, bale and delivery. This will also not be accepted as a reason for a complaint.

4.10. Wool is a natural product and can be susceptible to moths. All of our wool yarns and wool are stored in a freezer to avoid moth infestation. However, if moths appear in our fabrics, we cannot be held responsible and this does not constitute a reason for a complaint.

4.11. Custom colors produced for the customer are excluded from returns and must be accepted in their entirety. If you withdraw from the contract, we reserve the right to pass on to the customer at least the raw material and other costs incurred, such as transport costs, handling, production costs already incurred, storage costs, etc.

4.12. Due to the natural properties of wool, the shrinkage values of the fulled fabrics can vary per bale, lot and color. This is essential and does not constitute a reason for a complaint.

4.13. We assume no liability for the processing of our materials. Expert handling is outside our area of responsibility. This includes deviations in the cutting of our fabrics as well as the further steps of assembly and processing. We expressly recommend letting the fabrics "rest" before cutting. We assume no liability for improper processing and the resulting consequences. This cannot be complained about or prosecuted.

4.14. Under no circumstances will we accept complaints about the goods delivered after they have been cut and/or otherwise processed. Any complaints must be made before the goods are further processed.

4.15. Our materials must only be stored lying down. We assume no liability for improper storage and the resulting consequences.

4.16. Possible errors such as: stains, needle errors, contamination of the yarn, lubricating oil stains, etc. will be deducted from the total quantity of the bale during the final inspection in the appropriate form and length of the error and will not be charged for.

4.17. Fibers, fiber residues, fiber balls, etc. are in no way considered contaminants and cannot be claimed.

4.18. The illustrations, drawings, brochures, advertising literature, price lists, directories, etc. relating to our goods and services and the data contained therein, such as technical properties, dimensions, weights, quality and performance, etc., are only approximately authoritative. We reserve the right to change the shape, design and color. In the event of subsequent changes, there is no obligation to notify the customer.

4.19. Goods that are disputed and/or are returned without our approval will be refused and returned to the customer at the customer's expense.

4.20. If we accept a return for whatever reason, this in no way means any assurance on our part to the customer, nor does it mean that the customer has a right to, for example, return, cancellation, credit, replacement, etc. We would also like to point out that in such a case in this case, from the time of takeover until collection by the customer or until our written consent (clarification), the current storage costs per day will be invoiced to the customer. The risk and liability remain with the customer.

4.21. Complaints must be made to us in writing within 8 days of receipt of the goods, stating the reasons. In any case before cutting the goods. It is essential to state the nature and justification of the complaints as well as the article, bale and batch number of the respective goods; otherwise and after this period has expired, the delivered goods are deemed to have been accepted by the customer.

5. Payment and retention of title:

5.1. Unless otherwise agreed, our invoices are due for payment net without deductions within 10 days of the invoice date. Payments must be made by bank transfer to our bank account.

5.2. The purchaser cannot set off counterclaims unless the counterclaims have been legally established or acknowledged by us in writing. The purchaser also has no right of retention for counterclaims.

5.3. Payment is only considered final when the entire invoice amount has been paid, if applicable less any agreed discounts. No further discounts will be accepted.

5.4. In the event of late payment, default interest of 5% and a reminder fee of €5 for the first reminder, €20 for the second reminder and €30 for the third reminder will be charged.

5.5. If circumstances become known after conclusion of the contract that are likely to affect the customer's creditworthiness, we are entitled to make outstanding deliveries only against advance payment or security. In such a case, we remain free to resell the customer's goods, even if they were manufactured in a color produced exclusively for the customer.

5.6. The goods remain our property until full payment, even if they have already been processed or sold to third parties.

5.7 Extended Retention of Title

The delivered goods shall remain our property until full payment of all present and future claims arising from the ongoing business relationship has been made. The customer is entitled to process or resell the goods subject to retention of title in the ordinary course of business.

If the goods are processed, combined, or mixed, such processing shall be deemed to be carried out on our behalf as manufacturer within the meaning of Section 950 of the German Civil Code (BGB). In this case, we shall acquire co-ownership of the new product in proportion to the invoice value of the goods subject to retention of title relative to the value of the new product. If the goods subject to retention of title are resold together with other goods not belonging to us, the customer hereby assigns to us, in advance, a proportionate share of the claims arising from the resale equal to the invoice value of the goods subject to retention of title.

The customer remains authorized to collect these claims. Our right to collect the claims ourselves remains unaffected. However, we undertake not to collect the claims as long as the customer duly meets their payment obligations, is not in default of payment, no application for the opening of insolvency proceedings has been filed, and there is no other deficiency in the customer's financial capacity.

6. Data protection:

6.1. The customer agrees that the customer's personal data required to process the business relationship may be stored by us and processed for the purpose of marketing measures.

6.2. The customer expressly agrees that information and advertising may also be sent to him via email.

6.3. The customer undertakes to inform us of any changes to his residential or business address as long as the contractual legal transaction has not been completely fulfilled by both parties. If notification is omitted, declarations are deemed to have been received even if they are sent to the last announced address.

6.4. The customer expressly agrees that we are entitled to obtain credit information about him.

7. Place of performance and jurisdiction:

7.1. The place of performance is Ötztal-Bahnhof in Tyrol, for both parties for all current and future claims arising from the business relationship, the execution of the order and the customer's payment obligation.

7.2. If the customer is a minor or non-merchant within the meaning of the commercial law provisions, the commercial law provisions are deemed to have been agreed unless they are changed by the above conditions.

7.3. Austrian law applies exclusively, even for deliveries abroad. The applicability of the UN Convention on Contracts for the International Sale of Goods is expressly excluded. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is the competent court in Imst Tirol. The contract language is German.

7.4. If individual provisions of the General Terms and Conditions are or become ineffective, the respective provision is reduced to the legally permissible content that comes closest to it. This does not affect the effectiveness of the remaining provisions and the contract.

7.5. Subsidiary agreements, additional services or reservations are only legally binding if they have been confirmed by us in writing.

7.6. The customer's rights under the contract are not transferable.

7.7. The general conditions of sale of the international textile agreements should apply to all points not expressly stated.