

General Terms and Conditions for Transactions between Brands Fashion GmbH and its Customers

1 General

The following General Terms and Conditions apply to all contracts concluded between us and the customer. Upon conclusion of the contract, our General Terms and Conditions shall apply, even if the customer refers to his terms and conditions of purchase. The conclusion of the contract takes place with the confirmation of the order by us via fax, e-mail or letter.

2. Prices

Deliveries and services are always provided at the conditions and prices valid on the day of the conclusion of the contract, and the applicable value added tax.

The prices for raw materials are subject to fluctuations which we can neither predict nor influence. Therefore, we must reserve the right to change our conditions at short notice. In the event of price increases of more than 10% occurring between the conclusion of the contract and the delivery of the goods, the parties will negotiate a price adjustment. Proof of the cost increase will be provided to the customer upon request.

The agreed quantities must sometimes be changed for production/order reasons, in which case we are entitled to a quantity adjustment of up to +- 10 %.

3. Delivery Periods

The delivery times stated by us are non-binding. If we do not deliver the goods no later than four weeks after the stated delivery time, the customer may request us in writing to deliver within a reasonable period. Claims for compensation due to delayed delivery shall only be considered in cases of intent or gross negligence.

The delivery time shall be extended in cases in which we are not responsible for the impediments to performance, in particular in the event of disruptions to the energy supply or traffic, the imposition of an embargo, operational disruptions, industrial disputes, delayed or failed self-supply and in other cases of force majeure, by the time of the continuation of the respective impediment to performance. If the fulfilment of the contract becomes impossible for one of the aforementioned reasons, we shall be released from the obligation to deliver.

4. Property Rights of Third Parties

The customer shall be responsible for ensuring that the ordered finishes, in particular the application of trademarks, company logos, logos, an ordered special cut or a specifically requested colour combination, as well as the other specifications provided by the customer, such as shape and dimensions, design or technical solutions, do not infringe any copyrights or other property rights of any kind to which third parties are entitled. In the event of any infringement of third-party property rights resulting from the customer's sphere of risk described above, the customer shall indemnify us against all claims and demands asserted by third parties on account of such infringement.

5. Packaging and Shipping

Packaging and shipping costs are charged separately. All shipments travel at the risk of the customer. If no specific instructions for shipment are given at the time of order, it will be carried out at our best discretion without any responsibility on our part. Consignments whose appearance indicates damage (transport damage) to the contents shall only be accepted subject to the reservation of claims for damages against the transport company and any damage found shall be reported to the latter.

6. Retention of Title

All goods delivered by us remain our property until full payment has been made. Until then, they may only be sold

and processed in the ordinary course of business, but not pledged or assigned as security.

Until the goods have been paid for in full, the customer shall, upon acceptance of the goods, assign to us all claims (including ancillary rights) arising from the sale of the goods delivered by us. In the event of the sale of processed goods, the customer shall assign the claims in the amount of the value attributable to our delivered goods.

Insofar as the value of the securities granted to us exceeds our claims against the customer by more than 50%, we shall be obliged to retransfer and release securities of our choice at the customer's request.

7. Terms of Payment

Our invoices from deliveries of goods are due immediately and, unless otherwise agreed, are payable net cash within 10 days of the invoice date. The customer shall be in default if he does not pay within 10 days after the due date and receipt of the invoice. Cheques shall only be considered as payment after they have been cashed. In the event of default in payment, we shall charge interest at a rate of 8% above the base rate of the European Central Bank. If the customer is a merchant, we charge this interest rate from the time the payment deadline is exceeded. We reserve the right to carry out deliveries and services at our own discretion only against advance payment, cash payment or cash on delivery.

8. Complaints and Material Defects

Complaints must be made immediately. The defective goods are to be returned carriage, postage and expenses paid. If the goods have defects for which we are responsible, we shall be entitled, at the discretion of the buyer, to remanufacture the goods or, where possible, to rectify the defects within a reasonable period of time. The customer may only reduce the purchase price or withdraw from the contract if the new production or rectification fails.

In the case of orders placed by telephone, no liability is assumed for the correctness of the reproduction. For all deliveries, we shall send samples in advance for inspection and approval. If the customer waives sampling or agrees to the digital photo, the samples shall be deemed to have been approved. Later complaints do not justify any claims for compensation and do not entitle the customer to a reduction of the invoice amount.

No liability shall be assumed for goods sent in. This also applies to the processing of the goods. Return and exchange of individually manufactured goods free of defects is excluded.

9. Liability

We shall only be liable for damages if

* liability is mandatory, such as under the Product Liability Act or in cases of injury to life, limb or health,

* we breach a guarantee given by us,

* the damage is due to gross negligence or intent or if

* we culpably breach an essential contractual obligation (cardinal obligation), i.e. an obligation the fulfilment of which gives the contract its character and on which the customer may rely.

In all other cases, our liability for damages is excluded.

10. Trademark Use

We are entitled to publish the customer's trademark and company name as well as the ordered product and details of the order for advertising purposes and/or for press statements and to use them in our catalogues.

11. Place of Performance, Place of Jurisdiction

Place of performance for deliveries and payment is Buchholz in der Nordheide. Hamburg is agreed as the place of jurisdiction.

Should any of the above provisions be invalid, this shall not affect the validity of the remaining provisions.

Status: October 2022