

Questionnaire for customers

Order-No. _____

Trade-name _____

Name of company _____
and legal form

Proprietor _____
family and first name

Street _____

Place and postal code _____

Country _____

Tel.-No _____

Fax-No _____

Address for invoice:

Trade-name _____

Name of company _____
and legal form

Proprietor _____
family and first name

Street _____

Place and postal code _____

Country _____

Tel.-No _____

Fax-No _____

Do you belong to a buying union?

Yes

No

If so, name buying union _____

Membership-No. _____

E-mail _____

Registration Shop-Finder Yes No

Banking Connection

Bank _____

BIC-Code _____

IBAN-Code _____

VAT-Reg.-No. _____

Registered No. _____

I hereby confirm that I comprehend the General Terms and Conditions of Sale printed on the reverse side of this sheet, acknowledge them and agree that they shall apply for all future orders. This applies particularly to the reservation of title contained in clause (5) of the General Terms and Conditions of Sale.

German law except for the UN-Convention on Contracts for the International Sale of goods (CISG) shall apply.

Remarks

Wortmann KG

date, signature of customer

Print name: _____

of signature

and title _____

within company (e.g. Director)

Tamaris

General Conditions of Sale and Delivery of Wortmann KG, Internationale Schuhproduktionen

The following General Conditions of Sale and Delivery shall apply to all our agreements and quotations as well as to future business transactions. Any general terms and conditions of the buyer - even if and insofar as they do not contradict ours - shall only be valid after having been expressly approved by us in writing.

(1) Subject Matter of Contract

1. Our quotations shall be without obligations until the conclusion of a contract has been confirmed by us explicitly in writing or by sending a delivery note or by delivery of the goods ordered.
2. In the case of call orders, we may after the expiry of the call period, or - if no expiration date has been agreed - after the expiry of two months after the date of order grant a 14-days extension of time for taking delivery and then, at our discretion, invoice the quantity not called off, cancel the contract or refuse to deliver and claim damages, if we have given notice of these consequences when granting the 14 day-extension.

(2) Prices

1. Value-Added-Tax will be charged separately at the appropriate rate prevailing on the invoice date.
2. The prices shall only be valid for the respective order and shall not be binding for reorders.

(3) Deliveries

1. Delivery dates or periods shall only be binding if expressly confirmed by us in writing. Fixed dates shall not be accepted. The delivery time shall be regarded as adhered to upon notification that the goods are ready for delivery.
2. Should delivery be delayed due to events beyond our control (e.g. action by governmental authorities, operational failures, lack of raw materials, labour disputes, also at our suppliers), the delivery time shall be extended accordingly. If for the same reason delivery becomes impossible, we shall be released from the obligation to deliver.
3. We shall be entitled to make reasonable part shipments in variation from the order.
4. We shall only be in default if the buyer sets us in writing an additional 14-day time limit as from the agreed extended delivery date. Our liability for any damages caused by delay or failure to perform is limited to a maximum amount equal to the value of the order unless we or the persons employed by us in the performance of our obligation acted intentionally or with gross negligence.
5. In case of adverse financial condition on the part of the buyer, we shall be entitled to refuse to make any further deliveries until having been furnished with security. The same shall apply if the buyer defaults on payments unless he proves that he is not at fault. An adverse financial condition will be deemed to exist, inter alia, if bills of exchange or cheques are protested or dishonoured or the limit set up by a credit insurance agency or will be exceeded by the intended delivery.
6. Deliveries shall be effected ex factory. The risk of accidental loss, destruction or deterioration shall pass to the buyer upon handing-over of the goods to the forwarding agent, at the latest upon leaving the factory. Should shipment be delayed for reasons beyond our control, transfer of risk shall take place upon notification that the goods are ready for the delivery.
7. For shipments to customers outside Germany, the following applies in addition:
If we confirm delivery dates this is only binding on us subject to all material and technical details and all formal import and export conditions being clarified and dealt with in time.

(4) Payments

1. Our invoices shall be payable within 10 days with 3% discount, within 30 days with 2% discount, within 60 days net cash, in each case calculated from the date of invoice. If the time allowed for payment is exceeded, the buyer shall be regarded to be in default, without any reminder being required. We shall charge interest on arrears at a rate exceeding the prevailing German base lending rate by 5% unless the buyer proves the damage to be less. The same rate is charged, if the 60-day-period for payment is exceeded even in the absence of legal conditions for default. We reserve the right to assert any further claims resulting from loss arising from default. In any event, the legal and nonlegal costs (whether or not proceeding are instituted) incurred for enforcing the claimant collecting the debt including the fees of collection agencies and lawyers shall be reimbursed to us. If the buyer defaults, all our claims, also those based on bills of exchange, shall become due immediately. This shall not apply if the buyer proves that he is not at fault.
2. Bills of exchange and cheques shall be accepted on account of performance. The exceptional acceptance of bills of exchange shall require previous agreement in each individual case and shall be effected on the condition of discountability. The buyer shall bear the costs and bank charges. Delayed remittance shall be regarded as delayed payment.
3. The buyer shall only be allowed to offset uncontested claims or claims adjudged payable by the seller by a competent Court of law against our claims.
4. The buyer shall only have a right of retention concerning claims arising out of the same contractual relationships which are uncontested or claims adjudged payable by the seller by a competent Court of law. In the latter case, he can withhold payment based on defects of a part of a shipment only in an amount equal to the value of the part of the shipment concerned.

(5) Reservation of Ownership

1. We retain title of all goods supplied by us until settlement of all claims against the buyer, irrespective of the nature of the claim. In case of transfer to current account, the reservation of ownership shall apply to the respective balance. In case of default in payment, we shall be entitled to demand the return of goods to the corresponding amount without a previous rescission being required. Taking back the goods shall not be regarded as rescission of contract. The goods shall be credited at 80% of the contract price, unless the buyer proves, that the proceeds after deduction of the costs of taking and reselling the goods are higher. If the actual proceeds after deduction of the costs of taking back and reselling the goods are less, these shall be credited; if utilization is impossible the scrap value shall be credited. The buyer shall be obliged to insure our property against fire, water and theft. The claims against the insurance company shall be assigned to us: we shall be allowed, to give notice of assignment. The buyer shall inform us immediately should our property be jeopardized, for example, by attachment or any other action by third parties. He shall immediately point out our ownership to the third party.
2. The buyer shall be allowed to resell the goods in the ordinary course of business subject to an extended and broadened reservation of title, if legally possible in his country. He shall not be entitled to any other disposal. In case of nonfulfilment of the buyer's payment commitments, or adverse financial condition of the buyer or other serious breach of contract, the buyer's power of sale shall be extinguished. An adverse financial condition will be deemed to exist, inter alia, if the buyer suspends payments, files for winding up or has a receiver or administrative receiver appointed over any part of his assets or is subject to any serious changes of his financial position, which jeopardizes our securities. We shall be allowed to assert our rights of reservation of title also to the extent that such apply to monies due.
3. The buyer hereby assigns to us the proceeds and ancillary rights resulting from the resale of our goods. He shall not be entitled to stipulate a non-assignment clause. In case of partial payment by the customers the claim assigned to us shall be regarded as settled last. The buyer shall be entitled to collect the assigned claims in the ordinary course of business. Upon settlement of the assigned claim, the proceeds in cash shall immediately become our property, be kept separately and accounted for in a verifiable manner. The authority to collect shall be cancelled in the cases mentioned in (5)2.. The buyer shall be obliged to immediately submit a list of the outstanding debts and cooperate in the recovery of the claims against customers.
4. If we have against a cheque of the buyer signed as drawers a bill of exchange accepted by him, payment shall only be regarded as effected after payment of the bill by the buyer.
5. We shall be obliged to release any securities to which we are entitled to the extent their real value exceeds the total claims to be secured by more than 20%. If there are more than one securities involved, we shall have the choice.
6. If the legislation of the country to which we supply our goods does not or not in the form as stipulated above provide for the agreement of a reservation of title, title to the goods remains with us at least until the respective good are paid. In addition, the buyer shall be obliged to consent to the conclusion of an agreement being legal an achieving the same economic objective. The buyer has the same obligation, when reservation of title is completely impossible in his country.

(6) Industrial Property Rights

The goods supplied by us are our intellectual property and subject to our industrial property rights. In each case of violation of these industrial property rights, in particular, if the buyer has our articles produced by others, the buyer shall promise to pay liquidated damages amounting to 10.000 EUR for each single case of violation and shall not continue the violation. We reserve the right to assert any further claim for damages.

(7) Guarantee

1. The buyer shall be obliged to immediately inspect the goods supplied by us, even if packaged.
2. Notice of obviously detectable defects must be given within 10 calendar days after receipt, of hidden defects within 10 calendar days after discovery, with the date of receipt by the seller being decisive. The complaint must be lodged in writing and in a verifiable manner. After expiry of the statutory periods of limitation of action, any complaint shall be excluded.
3. In case of a justified notice of defects, we can choose to deliver a substitute for the goods or remedy the defects or grant a reduction of purchase price. In case of delayed, not effected or insufficient remedy or replacement the buyer shall be allowed to demand, at his discretion, either a reduction of purchase price or cancellation of the respective supply contract. Paragraphs 361 and 463 BGB (German Civil Code) remain in force.
4. We exclude all liability for damages resulting from defects unless they are caused wilfully or with gross negligence by us or our employees. This is without prejudice to our obligations under product liability law.
5. All guarantee claims shall extinguish as soon as the buyer has started himself to remedy defects or as soon as the goods has been worn.
6. The period of limitation for guarantee claims shall be 6 months from transfer of risk.

(8) Final Provisions

1. In absence of express stipulations contained in these conditions, the general provisions of German law shall apply.
2. German law shall apply to any orders placed with us. The application of the UN-Convention on Contracts for the International Sale of Goods (CISG) and the transforming German law shall be excluded. If the contract documents are made out in different languages, the German version shall prevail.
3. The data necessary to handle the order of the buyer are processed by us centrally.
4. The court of jurisdiction for all disputes arising from our business affairs is in Detmold, in so far as the customer has a domestic court of jurisdiction, or whose name appears in the register of companies as a qualified business person. In all circumstances we may proceed against the customer in a common court of jurisdiction.
5. Should individual clauses be invalid in whole or in part, this shall not affect the validity of the other clauses or the other parts of such clauses. The statutory provisions shall apply instead.