

Sanni Shoo GmbH GENERAL TERMS AND CONDITIONS OF BUSINESS for trade and distribution

for the sale and delivery, as **Supplier**, of **Sanni Shoo GmbH** products

1. Preamble

1.1 The Supplier accepts orders and sells and delivers goods on the sole basis of these General Terms and Conditions of Business. These conditions, set out in the following, apply to all services undertaken by the Supplier or Subcontractor nominated by the Supplier, within the context of this agreement.

1.2 Verbally agreed changes or additions to this agreement are valid only if they have been confirmed in writing by the Supplier.

1.3 The Customer's General Terms and Conditions are explicitly excluded for this legal transaction and for the overall business relationship.

1.4 The purchase agreement enters into force if the Supplier either sends an order confirmation or delivers the items ordered within the agreed time frame.

1.5 In principle, offers are non-binding.

2. Delivery

2.1 Unless mutually agreed to the contrary, delivery is on the account and risk of the Customer.

2.2 Jawi Logistik GmbH, Von-Linde-Strasse 8, D-95326 Kulmbach, as Subcontractor, is responsible for the logistics and delivery.

2.2 Partial deliveries are possible.

2.3 The Customer is to notify the carrier and Supplier immediately in writing, but at the latest within 8 days of the receipt of the goods, of any complaints arising from transport damage including shortcomings in the quality or quantity of the goods.

2.4 Storage measures and storage costs that become necessary and are within the sphere of the Customer are to be borne by the Customer and are to be considered as delivery.

2.5 Justifiable and appropriate changes to the performance and delivery obligations on the part of the Supplier, in particular reasonable delivery date overruns, are deemed as having been sanctioned by the Customer in advance.

2.6 If no specific delivery date has been agreed, advised delivery dates are to be considered as a reasonable estimate. Force majeure or other unforeseeable circumstances within the sphere of the Supplier or his Subcontractor release the Supplier from his obligation to abide by the agreed delivery date.

2.7 Operational or traffic disruptions and incorrect delivery from Subcontractors are also to be understood as force majeure and release the Supplier from his delivery obligations, either for the duration of the disruption, or completely according to the choice of the Supplier, without the Customer being able to enforce any claims for non-delivery by the Supplier.

2.8 If the specified delivery date is exceeded by more than 30 days the Customer is entitled, having granted a period of grace of at least 90 days, to withdraw from the agreement by sending a registered letter to this effect. The Supplier is also entitled to withdraw from the agreement if delivery becomes impossible as a result of force majeure, labour disputes or similar, unavoidable circumstances affecting the Supplier such as transport disruptions or production stops. In both cases the Supplier is obliged to reimburse only the received down payment, which shall be interest free.

2.9 The Supplier is free to choose the delivery method and type of transportation for the goods.

3. Prices

3.1 The indicated prices exclude transport and insurance costs and do not include VAT.

3.2 The prices are calculated in euros.

3.3 In calculating the prices the prices applicable at the time the agreement is signed are valid.

4. Terms of payment

4.1 Invoicing takes place at the same time as the delivery is prepared. (The goods are delivered within 5 days of confirmation and billing).

4.2 Payments are due upon receipt of the invoice without any deductions or expenses. For partial billing the same terms of payment apply as for the entire order. In general and unless indicated to the contrary on specific invoices, payment is due within 30 days.

4.3 For orders embracing several units the Supplier is entitled to present an invoice after the delivery of each unit or service.

4.4 The Customer may not withhold payments as a result of incomplete delivery, warranty or guarantee claims or defects.

4.5 Payments received by the Supplier first settle compound interest, interest and ancillary expenses, pre-trial costs such as the costs of lawyers and debt collection agencies retained, then the amounts owed, beginning with the oldest debt.

4.6 If payment is in arrears default interest will be charged by the Supplier at the customary bank rates. If two consecutive instalments are missed for part payments the Supplier is entitled to consider the Customer in default and to call in bills of exchange that have been handed over.

5. Right of ownership

5.1 Until final payment has been made (including interest and charges) the delivered goods remain the absolute property of the Supplier. During this time the Customer is obliged to store the goods properly and at his own cost.

5.2 If the Customer fails to properly fulfil his obligations under the terms of the agreement the Supplier is entitled, at any time, to reclaim his property at the cost to the Customer, who is obliged to hand over the goods.

5.3 The Customer is obliged to hold revenues obtained in this manner in safe custody and hand the same over to the Supplier without delay.

5.4 Should the goods either be pledged or confiscated the Customer is to notify the Supplier within three days and provide the Supplier with all the information necessary for him to enforce his right of ownership.

5.5 Should a third party have access to the goods or wish to enforce claims against retention of title, the Customer is obliged to make clear that the goods remain the property of the Supplier.

5.6 The enforcement of ownership rights on the part of the Supplier does not represent the Supplier's withdrawal from the agreement.

6. Assignment of claims

6.1 For a delivery under reservation of title the Customer shall already assign his claims vis-à-vis third parties, insofar as these arise from the sale of our goods, until final settlement of our claims. If so requested by us the Customer is obliged to name his Supplier and inform him in good time of the assignment. The assignment must be made clearly visible to the acceptor in the business accounts, delivery notes, invoices, etc.

6.2 If the Customer is in arrears with his payments to the Supplier any sales revenues received are to be separated and held by the Customer solely in the name of the Supplier. Any claims against an insurer are already assigned to the Supplier within the limits of the insurance contract act.

6.3 Claims against the Supplier may not be assigned by the Customer without the explicit approval of the Supplier.

7. Cost estimate

7.1 The cost estimate is made to the best of our knowledge without any guarantee being given for accuracy.

7.2. All offers are non-binding.

8. Reminder and debt collection fees

8.1 In the event of a delay in payment the Customer undertakes to refund the Supplier for all accrued pre-trial costs (such as legal fees and costs from debt collection agencies).

8.2 Insofar as the Supplier operates his own reminder process, the Customer undertakes to pay the sum of EUR 10 for each reminder sent plus accrued interest and costs.

8.3 Moreover, the Customer shall reimburse any additional losses, in particular losses incurred as a result of non-payment which, in turn, could lead to correspondingly higher interest rates on any of the Supplier`s credit accounts, irrespective of what is owed in payment arrears.

9. Warranty and liability

9.1 If the goods supplied display a defect the Customer may only initially request the repair or exchange of the goods unless a repair or exchange is out of the question or, compared with other alternatives, would present a disproportionately high cost for the Supplier. Whether this is the case is also dependent upon the value of the goods that are free from defects, the seriousness of the shortcoming and the inconvenience for the Supplier with regard to the alternative options. The Supplier undertakes to repair or exchange the goods handed over by the Customer within a reasonable time frame.

9.2 If both the repair and exchange are out of the question or would represent a disproportionately high cost for the Supplier, the Customer is entitled to a price reduction or, if it is not a minor defect, the right to withdraw from the contract. The same applies if the Supplier refuses to undertake repairs or exchange, or fails to undertake this within a reasonable time frame, if this remedial action would present the Customer with considerable inconvenience, and if the cost, for reasons attributed to the Supplier, was deemed unreasonable.

9.3 It is agreed that the Customer must legally enforce his warranty claims for moveable and immoveable chattels within six months.

10. Offsetting

10.1 Any offsetting of asserted counterclaims by the Customer vis-à-vis claims of the Supplier is excluded unless this counterclaim has been determined by the courts or acknowledged in writing by the Supplier.

11. Force majeure

11.1 Force majeure or other unforeseeable circumstances within the sphere of the Supplier release him from complying with his agreed obligations. Operational and traffic disruptions affecting the Supplier are also to be understood as force majeure and release the Supplier for the duration of the disruption from performing the service to be provided without the Customer being entitled to a reduction in the price.

12. Place of performance, jurisdiction and applicable law

12.1 Unless agreed to the contrary the statutory provisions applicable to fully qualified merchants shall apply.

12.2 Any disputes are to be settled by the local courts representing the Supplier`s registered office, i.e. Swiss law and jurisdiction.

12.3. Beforehand, though, attempts will be made to settle the dispute in discussions and / or through mediation in an effort to find an acceptable solution for all parties.

13. Data protection and change of address

13.1 The Customer agrees that personal data included in the purchase agreement for fulfilling the terms of the contract may be stored and processed electronically by the Supplier.

13.2 The Customer is obliged to notify the Supplier of any changes to his data or address for as long as the transaction covered by the agreement has not been completed by both parties. In the event that notification is not given, communications shall be considered as having been received if they were sent to the last previously notified address.

14. Final provisions

14.1 Should individual provisions of these General Terms and Conditions of Business be or become invalid or ineffective the validity of the remaining provisions shall not be affected.