



GLOBAL SAFETY TEXTILES

General Sales Conditions of Global Safety Textiles GmbH

(Status: August 2015)

1. General, Area of Application

1.1 Our deliveries, services and offers are made exclusively based on these terms and conditions. These also apply to all future business relationships, even if they are not again expressly agreed to. At the latest these terms are accepted with the acceptance of the goods or service. Counter-confirmations of the customer with regard to its business conditions or purchase terms are hereby rejected.

1.2 In individual cases, agreements made with the seller (including collateral agreements, supplements and amendments) shall always take precedence over these terms and conditions. A written contract or our written confirmation shall be decisive for the content of such agreements. Legally binding declarations must be made in writing.

1.3 Our sales conditions shall only apply to commercially active companies within the meaning of §14 BGB (German Civil Code).

2. Contract Subject Matter, Scope of Delivery, Reservation of Right of Modification

2.1 The framework agreement concluded with the customer or our binding offer, if this was adopted in a timely manner, shall prevail for the scope of delivery. If no information on the scope of the delivery is contained in the framework agreement and/or in our binding offer, the delivery scope shall be governed according to the written delivery requests of the customer, insofar as we do not contradict these within a week.

2.2 Our delivery obligation is subject to the timely and proper self-supply. This applies only in the event that the non-delivery is not attributable to us, especially with conclusion of a congruent hedging transaction with our supplier. The customer shall be immediately informed about the unavailability of the service. The counter-performance shall be reimbursed without delay. We assign to the customer our rights against a supplier with whom we have concluded a congruent hedging transaction in the scope in which the customer has suffered damage due to non-timely delivery and make available to the customer the contract with our supplier and provide him with all the information required to assert claims against the supplier.

2.3 Drawings, illustrations, dimensions, weights or other performance data are only binding if they are included in the technical product description.

2.4 We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents - also in electronic form - to the extent that these have not been transferred to the buyer. This is especially true for those documents that are designated as confidential. Before their transfer to third parties, the customer requires our express written consent.

3. Delivery time, lack of performance by the customer, acceptance default

3.1 The framework agreement concluded with the customer or our binding offer, if this was adopted in a timely manner, shall prevail for the delivery dates and deadlines. If no information on the delivery dates and deadlines is contained in the framework agreement and/or in our binding offer, the delivery dates and deadlines shall be governed according to the written delivery requests of the customer, insofar as we do not contradict these within a week. The delivery dates and deadlines are otherwise only binding if we have confirmed these in writing.

3.2 The agreed upon delivery deadlines begin with the conclusion of the contract, but not before complete clarification of the particulars to be provided by the customer of the details of the desired design and the technical questions to be answered by the same. Compliance with the delivery deadline always presupposes the timely and proper fulfillment of the obligations of the customer. If the customer prompts a contract modification due to which compliance with the original delivery date is not possible, the delivery deadline shall be reasonably extended.

3.3 The delivery deadline is met if within the deadline risk-causing factors, in accordance with clause 4.1, occurred.

We are entitled to partial deliveries and partial services at any time, unless the partial delivery or partial performance is unreasonable for the customer.

3.4 The delivery deadline is appropriately extended - even within a delay - with the occurrence of a higher power and any unforeseeable obstacles that occur after the conclusion of the contract, for which we are not responsible, insofar as these obstacles can be proved to influence the provision of the obliged service. This also applies if these circumstances occur at upstream suppliers. We will inform the customer as soon as possible of the start and end of such obstacles. If the obstacle lasts longer than three months or if it is clear that it will last longer than three months, both and purchaser and we are entitled to withdraw from the contract.

3.5 If it becomes apparent after the conclusion of the contract that our payment claim is endangered by the lack of performance of our customers, we are entitled to refuse our services and actions in preparation for service provision. The right to refuse to provide service is not applicable if payment has been made or a security has been provided for said service. We can set a reasonable deadline for our customer to make payment or provide a security. After the deadline expires, we are entitled to withdraw from the contract. We have the right to completely or partially withdraw from the contract if the customer requested the opening of insolvency proceedings against its assets or if insolvency proceedings over the assets of the customer are opened, we become aware that the customer has been classified as not creditworthy during conclusion of the contract, or the customer suspends its operations.

3.6 For permanent supply relationships, there is the right to extraordinary termination without notice of the right of cancellation.

3.7 If the customer acceptance of the delivered goods of the payment of the purchase price is in arrears, we can withdraw from the contract and/or demand compensation instead of performance after the expiration of a reasonable grace period set by us. In case of assertion of claims for damages in lieu of performance, we can provide compensation without proof

- in the amount of 20% of the purchase price to compensate for lost profit, insofar as it concerns the delivery item or a series of or standard product

- in the amount of 100% of the purchase price, provided that the delivery item is custom-made according to the specific needs of the customer and we have incurred expenses required for preparation of readiness for delivery .

The parties to the contract may provide proof of higher or lower actual damages. The rules for calculating damages that arise from the law, provided that we have completely fulfilled our part of the contract, remain unaffected. We are also entitled, with the default of acceptance by the customer, to charge for expenses incurred, in particular storage costs. When stored in our own premises, the customer storage costs are calculated.

3.8 If we default on delivery, we are only liable for the limits mentioned in clause 8.

4. Delivery, Transfer of Risk, Transport Insurance

4.1 All consignments are sent at the expense and risk of the customer. The risk is transferred to the customer at the time when the delivery leaves our factory or warehouse. This also applies if partial deliveries, which are permitted within reason, take place. If delivery is delayed due to circumstances for which we are not responsible, the risk passes to the customer with notification of readiness for shipment.

4.2 At our discretion, except if otherwise agreed, we choose the type of transport and the transport route, without liability for the cheapest and/or fastest dispatch.

4.3 At the request of the customer deliveries are insured at the customer's expense against theft, transport damage or other insurable risks.

5. Price, Payment

5.1 The prices quoted, unless otherwise agreed, apply to the factory or warehouse, including loading at the factory, plus packaging, transport, insurance as well as VAT at the statutory rate and other charges.

5.2 For contracts with an agreed-upon delivery period of more than three months, following conclusion of the contract we can demand a change in the agreed-upon price to the extent that unavoidable price-forming factors such as cost reductions or increases occur due to collective agreements or material price changes. The price change has to be limited to the extent that it is necessary to balance the incurred cost reduction or increase. A party to the contract also has a right to appropriate price adjustment if due to delays, which the other party is responsible for, there is an actual delivery date of more than three months.

5.3 Our invoices, unless otherwise agreed, are payable in full 10 days after the invoice date. Payment shall only be considered as made if we can dispose of the amount without recourse (payment receipt).

The deduction of a discount requires special agreement. There are legal rules regarding the consequences of late payment. We are entitled to offset payments against older debts, despite any provisions to the contrary by the customer. We will inform the customer about the type of the type of settlement implemented. If costs and interest have already been incurred, we are entitled to offset the payment first against the costs, then the interest and finally against the principal service.

5.5 The customer has the right to offsetting and retention only if his counterclaims have been legally established, are undisputed or are acknowledged by us. In addition, he is only entitled to exercise a right of retention when his counterclaim is based on the same contractual relationship.

5.6 As of late entry default interest can be calculated in the amount of 9 percent p.a. over the base rate.

5.7 The supplier has the right to assign its claim against the purchaser to a third party. The assignment must be made in writing.

5.8 If the buyer defaults on payment of a claim, all other claims against the buyer may be declared due.

The buyer shall bear all fees, costs and expenses incurred in connection with any successful proceedings brought against him outside of Germany.

6. Property Retention and Other Securities

6.1 We reserve our right of ownership to the delivered goods (reserved goods) until full payment of all liabilities (including any ancillary claims and possible incoming expenses in the interests of the customer) resulting from the business relationship with the customer. For current accounts (current account relationship) the retain ownership shall apply as security for our balance claim and also if

payments are made on specifically designated claims. The customer acknowledges the balance when it does not contradict the balance notification within two weeks of receipt.

6.2 Manufacturing and processing of the reserved goods is carried out for us as the manufacturer within the meaning of § 950 BGB, without any obligation on our part. Manufactured and processed good applies as reserved goods in accordance with Para. 1. With processing and preparation, combining and mixing of reserved goods by the customer with goods of a different origin into a new project or a mixed stock, we share joint ownership in it, in the proportion of the invoice value of the reserved goods at the time of delivery to the value of the other processed or mixed goods. The co-ownership share shall apply as reserved goods in accordance with Para. 1. The customer shall safeguard our co-ownership free of charge and with professional diligence.

6.3 If the reserved goods are combined with other things and are things belonging to the customer as a principal thing within the meaning of § 947 BGB, it is hereby agreed that a co-ownership share in proportion to the invoice value of the reserved goods to the value of the principal thing shall be preserved for us and the buyer shall keep the thing safe for us free of charge. The co-ownership share shall apply as reserved goods in accordance with Para. 1.

6.4 The customer may resell the reserved goods in the ordinary course of business under its normal conditions and under agreement of a retention of ownership in the extent required by us, if it is ensured that its claims from the resale, in accordance with the following paragraphs 6 to 8, pass on to us.

6.5 The customer hereby assigns the receivables from the resale of the reserved goods, even within the context of factory or factory supply contracts, already now with all ancillary rights to us. They serve to the same extent as our security for the reserved goods. The assignment of claims to third parties by the buyer is only allowed with our prior written consent. Without the need for any further particular explanation, the customer herewith transfers at the same time, in relation to the value of the claims and rights assigned to us within the scope of the extended reservation of property, all the security interests against its customers to us. To the extent that this is not possible, the customer turns over the collected receivables and the proceeds from the realization of the security interest proportionately to us. The customer assigns its right to its customers to grant a construction lien and to provide security in accordance with § 648 BGB to us. We accept the above assignments.

6.6 If the customer sells the reserved goods together with other goods not supplied by us, the assignment of the claim from the resale applies only to the amount of the invoice value of our reserved goods at the time of the delivery. With the sale of goods in which we have co-ownership pursuant to para. 2 of para. 3, the assignment of the receivables applies to the amount of this ownership share.

6.7 If the assigned claim is included in a current account, the customer transfers to us now a corresponding part of the balance, including the closing balance from the current account in the amount of such receivable.

6.8 The customer is entitled until further notice to collect claims from the resale.

6.9 The customer is obliged to treat the goods with care, in particular to insure them at its own expense against fire, water, theft and vandalism at the new value.

6.10 The delivered goods must neither be pledged nor used as security without consent. In case of seizure or other interventions of third parties of the reserved goods, the customer must inform us immediately in writing so that we can take action under § 771 ZPO (German Code of Civil Procedure). If the third party is unable to reimburse us the judicial and extrajudicial costs of an action under § 771 ZPO, the customer is liable for the loss we have incurred.

6.11 If the customer fulfills its obligations under this contract or other contracts with us or should we become aware of conditions that diminish its creditworthiness, we may forbid the resale, the manufacture and processing of the reserved goods and their mixing or combining with other goods; the customer's right to possession of the reserved goods terminates; we are then entitled to enter the premises of the customer and to take the reserved goods at the customer's expense and it, without

prejudice to exploit the payment and other obligations of the customer, the best possible way by private sale or by way of an auction; we credit the customer with the sale proceeds after the deduction of costs incurred on its debt; we pay the customer any remaining surplus; the customer has given us upon request the names of the debtors of the claims assigned to us; so that we may disclose the assignment and collect the claims; all the proceeds due to us from assignments are immediately forwarded to us after receipt if and when our claims against the customer are due; we are entitled to revoke the direct debit authorization.

6.12 If the value of our securities exceeds the claims by a total of more than 20%, we are obliged at the request of the customer to release the securities at our discretion.

7. Notice of Defects, Rights with Material Defect

7.1 As a condition of the goods only the properties as agreed upon apply, which come from the technical product description. Public statements, recommendations or advertisements shall not contain any binding description of the agreed upon condition of the goods. Profitability analyses and earnings forecasts contained therein are merely examples of calculations and are not binding. The customer must report any defects of any kind, stating the nature and extent of the defect in writing. The complaint must be received by us within eight business days (Saturday is not considered a business day) after delivery, the complaint of hidden defects immediately after their discovery. If the complaint does not correspond to the aforementioned requirements, the goods are considered approved.

7.2 If the delivered goods show a defect, the customer can demand subsequent performance at our discretion either to remedy the defect (improvement) or delivery of defect-free goods (replacement delivery). If we are not ready or are not able to provide repair/replacement, in particular if this is delayed beyond a reasonable period for reasons for which we are responsible, or the repair/replacement fails in any other way, then the customer, provided further attempts at subsequent performance are unreasonable for it, is entitled to choose to withdraw from the contract or reduce the purchase price. The customer can only withdraw from the contract due to an insignificant defect with our consent.

7.3 No warranty claims arise from unsuitable or improper use or handling of the goods, natural wear and tear (especially of wear parts), unsuitable equipment or operating conditions, etc.

7.4 The limitation period for material defects shall be - subject to line 2 - one year. With an injury to life, limb or health attributable to us, as well as in the case of intent or gross negligence, the limitation period for claims for defects is two years.

7.5 For damages due to defective goods, we are liable only within the limits cited in clause 8.

7.6 Unless the defective goods concern a third-party product, we are entitled to assign our warranty claims against our supplier to the customer and refer it to their (legal) claims. From clauses 7.2 and 6 a claim can only be made against us if the claims against our suppliers, despite timely (legal) claim, are not enforceable or use in individual cases is unacceptable.

8. Limitation of Liability

8.1 We shall be liable in accordance with the provisions of the Product Liability Act as well as in cases of inability as represented and impossibility as represented. Furthermore, we are liable for damages in accordance with statutory provisions in cases of willful misconduct, gross negligence, assumption of a guarantee as well as injury to life, limb or health attributable to us. As for the remainder, if we violate a cardinal obligation (i.e. an obligation whose fulfillment enables the proper execution of the contract and may rely on compliance with the contracting partners, as well as obligations, the violation of which puts the object of the contract at risk) with simple negligence, our liability is limited to the contract-typical, foreseeable damage. In all other cases of liability, claims for damages due to breach of an obligation are excluded from the contractual obligation as well as those

because of unauthorized action so that we are not liable for lost profits or other financial damages of the customer.

8.2 Insofar as our liability is excluded or limited pursuant to the preceding provisions, this also applies to the personal liability of our staff, workers, employees, representatives and agents.

8.3 The limitation of liability claims by the customer against us is based on para. 7, clause 4, insofar as this is not about claims of permitted action or those under the German Product Liability Act.

9. Property Rights of Third Parties

If during the preparation of the goods according to the customer (e.g. drawings, models, patterns) the property rights of third parties are violated, the customer will indemnify us against all claims in that respect for free.

10. Performance, Jurisdiction, Applicable Law

10.1 Unless otherwise agreed, the place of performance is Maulburg /Germany.

10.2 The order will be governed by the laws of the state or country shown in Buyer's address on the order, and the Convention on Contracts for the International Sale of Goods shall not apply. Buyer and Seller agree irrevocably to submit to the personal jurisdiction of the courts of the above-referenced location and waive all challenges to the personal jurisdiction of such courts for any and all claims arising out of or relating to the subject matter of the Order.

11. Final Provisions

11.1 The invalidity or unenforceability of an individual provision of these General Sales Conditions or an agreement concluded on the basis of these General Sales Conditions contracts, the effectiveness of other provisions or agreements is unaffected. In case of an invalid or unenforceable provision or agreement, the parties to the contract shall work towards ensuring that this is replaced by a valid and enforceable provision or agreement, which corresponds to the economic purpose of the invalid or unenforceable provision or agreement as far as is permissible.

11.2 The parties to the contract are mutually obliged to take all reasonable measures which are necessary to achieve the objective pursued by the contract and to refrain from any action which affects the achievement and preservation of the contract.