

## **Special terms of delivery for standard products Commercial Vehicle of Benecke-Hornschuch Surface Group**

Date: 2017-08-07

### Specification:

When placing the order the Benecke-Hornschuch Surface Group specification mentioned in the quotation is accepted.

### Color:

Slight deviations to catalogue possible.

### Delivery conditions:

Admissible tolerance for over-/underdelivery in standard application: 10% for each ordered product

The fulfillment of the contract by Benecke-Hornschuch Surface Group is subject to the provision that this is not forbidden / it is allowed by national and/or international legal regulations / laws in particular export control provisions.

### Notes on ordering:

Renunciation of sampling is approved with the firm order for this standard product.

Approval for series application and processability (in terms of ISO/TS 16949) is given with the firm order for this standard product.

The order is considered as one single complete order, which does not entitle any subsequent deliveries or spare responsibility.

The customer acknowledges that product purchased under this contract or order may be subject to export controls or economic sanctions under the law of the Federal Republic of Germany, the United States of America, European Union or other country or association. The customer is responsible for complying with the laws of such country or association and agrees not to knowingly export, re-export or transfer the product or allow access to controlled technology without first obtaining all required authorizations and licenses.

### Processing quality and suitability of product:

The customer has to check the suitability of the Benecke-Hornschuch Surface Group - product on his own. Benecke-Hornschuch Surface Group cannot be held liable for suitability, lack of defects and damages of any kind. We cannot accept any liability, particularly since interactions with other materials might happen. Excluded are massive deviations in color, grain, gloss and from the Benecke-Hornschuch Surface Group specification.

Textiles that are partly made of CO (cotton) show knots due to manufacturing. Depending on the product and processing, they also may appear on the surface. Acella® with cotton PES backing should not be laminated to rigid carrier parts (without intermediate foam layer). Benecke-Hornschuch Surface Group will not be responsible for any irregularities resulting from cotton knots and / or thickenings.

### Packaging:

The current technology used, causes pressure marks to appear on the first 1 – 3 meters (starting from the cardboard tube) and we do not compensate this.

Approval of standard packaging is considered done once the order has been placed.

### Potential claims:

Section 377 of the German Commercial Code shall apply to our commercial and other business customers. Any complaint have to be reported to us in writing, 2 calendar days after receipt of product at the latest.

### Additional note:

Exclusivity on the acquired product is excluded

Liability disclaimer applies in case of Force Majeur

We reserve the right of ownership of all goods we deliver until all existing amounts, including any conditional amounts, due by the customer as part of the business transaction with us have been paid and until any bills of exchange or checks have been cleared for our free disposal. The same also applies to any future amounts.

The place of performance and jurisdiction for all claims arising from any agreement formed on the basis of this offer is Hanover. The agreement shall be governed exclusively by the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods of April 11, 1980 shall not apply.