



TERMS AND CONDITIONS

GENERAL SHOPPING TERMS, SALES TERMS AND TERMS OF DELIVERY

UNIVERSAL

The following general shopping terms, sales terms and terms of delivery become contents of the bill of sale. Standing in the way or divergent shopping terms or other (further) restrictions of the buyer's (merchant's) supplier are not recognised (accepted). Unless, KUTEX GmbH has agreed in the isolated case expressly and in writing.

OFFERS (SUPPLIES) / ORDERS

1. Offers (Supplies) of KUTEX GmbH are not-binding with regard to price, amount (crowd), term of delivery and possibility of delivery. Intersales are left.
2. Orders of the buyer (merchant) become obliging (binding) for KUTEX GmbH by written or printed out confirmation of KUTEX GmbH (also calculation, light of delivery or confirmation of order).

CALCULATION

1. The prices valid at the time of the delivery are calculated (charged) by KUTEX GmbH. These count (apply) plus for the legal (lawful) sales tax.
2. First customers have KUTEX GmbH immediately her (their) sales tax - to announce identification number. With abuse or nonobservance of the sales tax - juridical regulations the contracting partner sticks (guarantees) compared with the KUTEX GmbH for all disadvantages originating out of this.
3. Sollte KUTEX GmbH in the time between completion of the contract and delivery his (its) prices raise (increase) in general, the buyer (merchant) is entitled within a term of two weeks after announcement of the price increase (mark up) to the resignation (withdrawal) of the contract (treaty). Unless, the price increase (mark up) is based exclusively on a rise (an increase) of the shipping notes. The right to rescind does not count (apply) with supply agreements invested on a continuing basis (long-term guilt contracts with bulk buyers, appointed dealers (concessionaries) etc.).

PAYMENT

1. Calculations are payable 10 days after the respective calculation date in cash without every (any) deductions. With excess (overstepping) of the payment term interest can be calculated (charged) at the rate of 4% about the respective minimum lending rate of the German Central Bank, provided that KUTEX GmbH itself does not have to fulfil, in addition (beyond it), going interest obligations. In case of the delay the legal (lawful) rights (laws) are left for the assertion of the non-fulfilment damage as well as to the resignation (withdrawal) of the contract (treaty). In addition (Beyond it), any (possible) rest

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debts from the contractual relationship become due immediately. Otherwise agreed payment purposes become written on the put(arranged) notes of delivery and or calculations of KUTEX GmbH under: " payable to " notes. This payment purpose noted with date is binding for the buyer(merchant).

2. The Hereingabe of cheques(checks) and changes it needs the approval of KUTEX GmbH. She(It) occurs(takes place) payment-half. Höchstlaufzeit for change is ninety days after calculation date. Diskont, change expenses, change tax among other things(among others) deliveries(concession taxes) from thirty days after calculation date go to loads of the buyer(merchant).

3. Existence founded doubt about the solvency or creditworthiness of the buyer(merchant) and the buyer(merchant) in spite of suitable request is ready neither for the precash(precheckout) nor to put(arrange) a suitable security(safety), KUTEX GmbH, as far as KUTEX GmbH has not performed yet, is entitled to the resignation(withdrawal) of the contract(treaty).

4. Deposits and pre-payments are to be performed plus sales tax.

5. Payments count(apply) only as caused when the amount(sum) on an account of KUTEX GmbH is finally available.

6. KUTEX GmbH reserves itself to use payments, regardless of any(possible) regulation(determination) of the buyer(merchant), first for the settlement of the oldest(eldest) due items plus the interests on arrears accumulated on(after) it and costs(expenses). Namely in the legal(lawful) order: Costs(Expenses), interest, main demand.

7. A retention right of the buyer(merchant) is excluded(expelled). The buyer(merchant) may charge only with indisputable or legally ascertained counterclaims(counterdemands).

8. The term of delivery of KUTEX GmbH rests, as long as the buyer(merchant) is because of an obligation(liability) compared with KUTEX GmbH completely or to a not quite unimportant part(section) in the delay.

DELIVERY

1. KUTEX GmbH tries hard any time to deliver(supply) fastest possible. Steady terms of delivery do not exist(consist).

2. Provided that aberrantly(dissonantly) from this a steady date of delivery is agreed, the buyer(merchant), in case of the delay of KUTEX GmbH, for this an adequate extension has to place. This must amount at least two weeks.

3. Right(Correct) and timely selfsupply in KUTEX GmbH must be left.

4. As the day of the delivery counts(applys) the day in which the product(ware) a camp(warehouse) of KUTEX GmbH leaves. Or if this day is not noticeable, the day in which it(he) is made available to KUTEX GmbH.

5. If stack means are provided by sides of the manufacturer, his(its) special(particular) conditions(terms) count(apply) if necessary in addition.

FORCE MAJEURE / CONTRACT OBSTACLES

Force majeure of every kind (way), unpredictable company disturbances, traffic disturbances or dispatch disturbances, fire damages, floods, unpredictable manpower, energy, raw material (resource) or auxiliary material lack, official orders or other obstacles not to be represented (substituted) by the liable for payment party which delay the production (achievement), the dispatch which reduce decrease or the consumption, prevent (hinder) or allow to become unreasonable, release (free) for the duration (length) and the circumference (size) of the disturbance from the obligation for the delivery. If the delivery is delayed as a result of the disturbance during more than eight weeks from the adequate or agreed date of delivery, both contracting partners are entitled to the resignation (withdrawal). With partial or entire discontinuation of the sources of supply of KUTEX GmbH, no matter what kind, KUTEX GmbH is not obliged to effect cover purchases with third (with third parties). KUTEX Ltd is further entitled in this case to put together (form) part deliveries from the available goods amounts taking into account any (possible) personal use (domestic requirements) and to distribute (spread out) among the buyers (merchants) at its own discretion.

DISPATCH

1. KUTEX GmbH reserves itself the choice (election) of the dispatch way and the dispatch kind. By special (particular) dispatch wishes of the buyer (merchant) caused add-on costs go to his (its) loads. The same (identical) one counts (applies) to rises (increases) entering after completion of the contract of the freight rates, any (possible) add-on costs for diversion, warehouse charges (storages) etc., provided that freight-free delivery is not agreed.
2. The danger (threat) for setting (decline), loss or damage of the product (ware) goes over in their (her) sending or in case of the collection by the buyer (merchant) with their (her) supply on this.
3. Transport assurance by KUTEX GmbH occurs (takes place) only at explicit wish of the buyer (merchant) against cost allowance.

FAULT RUGEN

1. Fault Rügen is only taken into consideration if they immediately scrutinise, at the latest within one week after arrival (coming) of the product (ware) under sending of documents (instances), if necessary, stack slips of paper as well as information of the calculation number, the calculation date and if necessary on the packaging located (contained) ones. Signatures are raised.
2. With concealed defects (faults) the written rebuke must immediately occur (must immediately take place), at the latest however, within two months after arrival (coming) of the product (ware). The buyer (merchant) carries (wears) the burden of proof for the seclusion of the defects.
3. Complained product (ware) may be sent back only by explicit consent by KUTEX GmbH, only the costs (expenses) go for this at the expense of KUTEX GmbH.
4. Damages in transit must be complained to the avoidance of the loss by pity claims for damages immediately with delivery of the product (ware) of the buyer (merchant) with the carrier and be stated in evidence among witnesses (stuffs). Additional complaints cannot be taken into consideration.

ORDERFD (APPOINTED) WFRF

The supplier confirms KUTEX GmbH that the articles(items) delivered(supplied) by the suppliers are able of traffic in the EC / Germany, i.e. concerning contents and packaging as well as the information(data) contained(covered) on her correspond(fulfil) to the legal(lawful) regulations(determinations) counting(applying) in the FRG. It concerns original product, freely from right third(third parties) and at the EC market freely for sale. In-juridical regulations according to tax law were kept by the import. The product(ware) was acquired in the proper business traffic. If the product(ware) does not correspond(fulfil) to the contractual regulations(determinations), the shop assistant provisory of further claims(demands) - to the taking back(the withdrawal) of the product(ware) is a train(feature) around train(feature) against repayment of the purchase price obliged. The supplier commits himself KUTEX GmbH of all from maintained any(possible) law breaking and to run clear from it to proving claims(demands) of third(of third parties) and to substitute(replace) possibly for resulted expenditures.

COMMISSIONS / CUSTOMER PROTECTION INTO THREE PARTS

From KUTEX GmbH agreed commissions into three parts refer merely to the by contract agreed single business. Commissions on subsequent shops with the concerning(relevant) buyer(merchant) are not granted. Customer protection for the mediator(intermediary) compared with KUTEX GmbH does not exist(consist). Verbal arrangements with KUTEX GmbH need a legal, written basis.

Commissions are paid only according to the written arrangement with the mediator(intermediary). The commission sentence must be confirmed for every(any) effected business(trade) in the preway by both parties in writing in % and euro. Commission payments become due only after occurred(after taken place) payment of the buyer(merchant) and after final availability on the account of KUTEX GmbH plus 10 days to the payment(disbursement). Possible additional charges or damage claims by the buyer(merchant) decrease the commission around the percentage referring on the total sum of the paid commission. Überzahlte commissions are liable to restitution. Arrangements between KUTEX GmbH and mediators(intermediaries) do not touch the buyer(merchant).

RETENTION OF TITLE

1. The goods(wares) go over only then in the property of the buyer(merchant) if this has fulfilled his(its) whole(complete) obligations(liabilities) from the business connection with KUTEX GmbH, including Nebenforderungen, to pity claims for damages and redemptions of cheques(checks) or changes. With running calculations the reserved property also counts(applyes) as a protection(backup) to balance demand of the KUTEX GmbH. The buyer(merchant) is entitled to dispose of the delivered(supplied) product(ware) in the usual business dealings(traffic), as long as he is not in the delay. Verpfändung or protection conveyance is prohibited him(it).

2. KUTEX GmbH is entitled without extension settlement and without withdrawing from the contract(treaty) the reservation product of the buyer(merchant) herauszuverlangen, if this is with the fulfilment compared with his(its) Verbindlichkeiten KUTEX GmbH in the delay. KUTEX GmbH is entitled alternatively to require pre-payment. In the taking back(the withdrawal) of the reservation product a resignation(withdrawal) of the contract(treaty) lies only if KUTEX GmbH explains(declares) this expressly in writing. If the buyer(merchant) disposes of the product(ware) delivered(supplied) by KUTEX GmbH, indifferently in which state(condition), he resigns(renounces) with it(thus) immediately to him(it) from the disposal to originating demands from goods deliveries in KUTEX GmbH.

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3. The buyer(merchant) is obliged by request by KUTEX GmbH to announce the cession to the third buyers and to give for the assertion of the rights(laws) of KUTEX GmbH against third buyers to necessary information(inquiry offices) and to hand over documents.

4. If reservation product is disposed together with other things for a whole price, the cession limits itself to the proportionate amount(sum) of the calculation of KUTEX GmbH for the codisposed reservation product.

LEGAL VENUE / PLACE OF FULFILMENT / EFFECTIVENESS CLAUSE

1. Exclusive court state is Hamburg for both sides.

2. Place of fulfilment for the delivery is the respective dispatch place. For the payment Hamburg.

3. Should single regulations(determinations) of these shopping terms, sales terms and terms of delivery be ineffective all or part or become, this does not touch the effectiveness of the remaining regulations(determinations) or parts(sections) of it as well as the underlying contractual relationship. The parties have to substitute(replace) for a possible ineffective regulation(settlement) with an effective regulation(settlement) which comes close to the economic purpose(target) of the ineffective regulation(settlement) possibly.

Hamburg, 01/01/2005 _____