

## **General Conditions of Purchase of CARL WEISKE GmbH & Co. KG**

The General Conditions of Purchase listed below shall apply exclusively to all of our orders, and shall also apply to future orders without requiring repeated publication. We shall not be bound by any differing supplier terms, even if we have not expressly objected to the supplier's terms or have either fully or partially accepted and / or made payment with respect to the ordered goods. Changes to our General Conditions of Purchase must be agreed to in writing.

If a Quality Assurance Agreement has been agreed with the supplier, the Quality Assurance Agreement takes precedence if there is a contradiction in individual points between the quality assurance agreement and the General Conditions of Purchasing.

In the event that individual provisions of these terms are found to be invalid the validity of the remaining terms of purchase shall not be affected.

### **1. Packing.**

Packing has to be absolutely neutral. No names, logos and other markings referring to the identity of the supplier on pallets, cartons, boxes, tubes etc. are permitted except otherwise stipulated in our Confirmation of Purchase. The supplier should apply the carton / pallet marking of goods as per Carl Weiske requirements.

### **2. Weights.**

CARL WEISKE GmbH & Co. KG accepts only net net yarn weights without humidity correction.

### **3. Quality.**

The quality must be within the values specified in the Quality Standard attached to the Confirmation of Purchase issued by Carl Weiske GmbH & Co. KG. The supplier, having accepted the order, agrees to fulfil the requirements of the quality standard and guarantees it. In order to control the specified quality, the supplier must courier cones out of each consignment and lot once production has started. The exact mode of sampling is stipulated at Carl Weiske's Confirmation of Purchase.

### **4. Certificates and declarations.**

#### **- Oeko-Tex Standard 100**

The supplied yarns must be up to the requirements of the Oeko-Tex Standard 100.

#### **- MSDS (Material Safety Data Sheet)**

is required for each product group supplied.

#### **- REACH**

According to European laws and regulations the supplier confirms that the products delivered to Carl Weiske and their packaging don't contain any substances from the actual 'candidate list'. The each current status of the candidate list is available under: <http://echa.europa.eu/web/quest/candidate-list-table>. Further details you will find in the document 'Declaration of Compliance' which will be separately provided and needs to be signed by the supplier. Please provide these documents without being asked again.

### **5. Claims.**

Primarily the supplier is obliged to assure that the consumer will not receive any faulty products. Furthermore the supplier is obliged to initiate urgent measures when recognizing unacceptable deviations on the ordered product quality and to inform Carl Weiske GmbH & Co. KG soonest possible and entirely. In case of defects of delivered goods or defects emerging during processing or finishing for which the supplier is responsible, then Carl Weiske GmbH & Co. KG will get in touch with the supplier and both parties will agree immediately on suitable corrective measures. The objective is a short-term complaint handling and effective complaint management which is benefiting for customer focus, ability to supply and to keep work and expenses as low as possible. Supplier bears all costs occurred from

that as well as consequential damages which may happen in practice (e.g. replacement delivery, machine down time, compensation for damages, return of faulty goods). In case of different opinion about claims an internationally recognized and independent textile-institute will be involved. As per their judge the company created the fault will be liable. The supplier will settle the claim costs caused within 4 weeks by SWIFT remittance or reduction when paying next due invoice. Faulty yarns will be returned to the supplier at his cost and risk.

## **6. Time of delivery.**

### **- In case of CFR/CIF shipments**

Basically the date of arrival is binding for you. Therefore the containers have to be shipped in such way that the stipulated arrival week will be ensured. Hence, the shipment dates mentioned in our Confirmation of Purchase are only a guideline. Shipment dates are calculated backwards from the required arrival dates and stated for L/C-purposes.

### **- In case of FOB shipments**

Basically the date of shipment is binding for you. Your production should be completed prior desired shipment period to ensure timely shipments. Any costs caused by deviations from the agreed dispatch dates are fully to be covered by the supplier.

## **7. Quantities.**

The ordered quantities are to be respected within the tolerance of +/- 10%. All deviations beyond this tolerance must be announced to Carl Weiske GmbH & Co. KG by the supplier prior to dispatch and must get it confirmed in writing prior to dispatch. Any costs caused by not accepted changes of quantities are fully to be covered by the supplier. On receipt of our CoP you are requested to check and verify all details and sign/stamp as seller's acceptance and email/fax back to us latest 2 days after receipt. In case you find any incorrect information or discrepancy or details you cannot adhere to, you are requested to feedback and discuss it with us within 2 days from receipt of CoP. With respect to a correct execution of the order and to avoid any misunderstandings you are urgently requested to follow this procedure. If we do not receive your response within 2 days we consider our CoP as accepted and that you execute order as per details mentioned in our CoP. The no. of confirmation of purchase is requested on each invoice.

Hof, 15.10.2019