

PE =
Unit Price Code

| | | |
|--|---|------|
| | 0 | 1 |
| | 1 | 10 |
| | 2 | 100 |
| | 3 | 1000 |

ME =
Unit Quantity Code

| | | | |
|---|---|-----------------|-----|
| | 0 | Set | st |
| | 1 | Item | it |
| | 2 | Dozen | doz |
| | 3 | Pair | pr |
| | 5 | Gram | g |
| | 6 | Kilogram | kg |
| | 7 | Ton | to |
| | 9 | Centimetre | cm |
| 1 | 0 | Decimetre | dm |
| 1 | 1 | Metre | m |
| 1 | 3 | cm ² | |
| 1 | 4 | dm ² | |
| 1 | 5 | m ² | |
| 2 | 0 | Running metre | |
| 2 | 1 | Litre | l |
| 2 | 2 | Square feet | sqf |
| 5 | 1 | Per cent | % |

Terms and Conditions of Purchase of Uhlsport GmbH

I. General

All agreements shall be based on our Terms and Conditions of Purchase.

Our orders shall be placed exclusively on the following Terms and Conditions. Any deviating terms and conditions of Customer shall only apply if these have been accepted by us in writing. Lack of response to any deviating terms and conditions of Customer on our part shall under no circumstances constitute any form of acceptance. With the acceptance and execution of our order, Customer shall thereby accept our Terms and Conditions even if it has affirmed its own terms and conditions. Our Terms and Conditions shall also apply to any future orders even in the absence of a special agreement.

II. Conclusion of Contract

Orders shall only be placed by us in writing. Verbal orders or orders placed by telephone shall only be valid when they have subsequently been confirmed by us in writing and to the extent of such subsequent orders.

In order to be valid, acceptance of an order must be confirmed in writing within 10 days of the order, stating our order number, the binding date of delivery, if this has not been specified in the order, and the price.

III. Delivery Period Default in Delivery and Supply

1. The agreed delivery periods shall be binding in all cases - with the exception of force majeure. All valid delivery delays must be notified to us immediately in writing.
2. Any delays attributable to Supplier shall be governed by statutory regulations. The period of grace to be granted under § 326 German Civil Code (BGB) shall be 6 days.
3. Part-deliveries shall only be permitted with our written consent. They shall constitute no entitlements on the part of Supplier, particularly no payment entitlements, and shall initiate no specific time limit. Supplier shall bear all transport and handling costs in such cases.
4. All merchandise shall be delivered at no extra charge to the address agreed by contract. The merchandise shall be packed safely for transport at no extra charge.

IV. Invoices and Payment

1. Invoices shall be issued in duplicate and sent under separate postal cover as notification of despatch at the time of delivery.
2. Payments shall be made within 10 days of receipt of the invoice with 3 % cash discount, within 30 days of receipt of the invoice with 2% cash discount or within 60 days net. If invoices are received prior to delivery, the payment deadline shall commence on the date of delivery. Payments shall be made twice a month. Invoices received between the 1st and the 15th of the month shall be paid on the 25th of the same month and invoices received between the 16th and the last day of the month on the 10th of the following month. If the cash discount periods are exceeded as a result on certain occasions, this shall not prejudice our entitlement to claim the cash discount. All invoices shall initially be settled with all rights reserved. Refunds or charges identified on the verification of invoices shall be taken into account in the following remittance with specific reference to such refunds or charges.
3. We shall be entitled to offset any counterclaims, irrespective of their legal cause.

V. Passing of Risk

Risk shall only pass us on delivery of the goods to the place of destination specified by us, also in the event of delivery delays attributable to us.

VI. Acquisition of Title

The supplier shall be obliged to provide us with unrestricted ownership of goods ordered. Goods supplied shall become our property on payment.

VII. Notice of Defect, Guarantee

1. If permitted by law, we shall be released from the requirement to examine and give notice of defect under § 377 and 378 of the German Commercial Code (HGB).
2. If delivered goods are defective, we shall be entitled to demand rectification free of charge, replacement free of charge, a reduction in the purchase price or withdrawal from the contract, at our option. Our right to receive a price reduction or to withdraw from the contract shall still apply if rectification attempts fail or if replacement is not effected. Short limitation periods shall be replaced by the statutory limitation period under § 195 BGB for all claims based on defective supplies.
3. If permitted by law, Supplier shall be obliged to compensate all damages caused by defective supplies.

VIII. Postal Delivery

All written notifications shall be deemed as delivered 3 days following despatch by us if such notifications were sent to the last address of Supplier known to us.

This shall not apply if a declaration of specific importance is involved. Postal despatch by us shall at all events be presumed if we are in possession of an initialled copy of the notification.

IX. Place of Performance, Applicable Law, Venue

1. All legal relationships with Supplier shall be governed by the laws of the Federal Republic of Germany. The Hague Convention relating to a uniform law on the international sale of goods (EKG and EAG) shall not apply.
2. Balingen is agreed as the venue for any and all current and future claims arising from business relationships with traders, legal entities under public law or institutions administering public-law funds.

We shall also be entitled to institute legal proceedings at the registered office of Supplier or, in the case of supplies from abroad, in the capital of the country in which Supplier has its registered office.

X. Final Provisions

1. If one of the above terms is or becomes invalid, the validity of the other terms shall not be affected thereby.
2. The invalid term shall be replaced by a valid term which comes as close as possible to the original economic intention of the invalid term.