

General Terms and Conditions of Trade (GTCT)

of the Engel Naturtextilien GmbH

As of 06/13/2014

§ 1 General Remarks – Area of Validity

1. The terms and conditions apply to all present and future business relationships between you and us.
2. Differing, opposing or extending General Terms and Conditions of Trade are not part of the contract even in case they are known unless their validity is distinctly agreed on in writing.

§ 2 Formation of Contract

1. Our offers are subject to confirmation. Any technical alterations as well as alterations in form, colour and/or weight are subject to change without prior notice within reasonable boundaries.
2. When ordering goods you state bindingly that you want to purchase the ordered goods. We are entitled to accept the quotation of contract attached to the order within one week when received. The acceptance can either be declared in writing or by delivering the goods to the customer.
3. When you order goods by electronic means, we will instantly confirm the receipt of your order. The acknowledgement of receipt does not equal a binding acceptance of the order. The acknowledgement of receipt can be linked with the declaration of acceptance.
4. The formation of contract takes place under reserve of the right and punctual self-delivery by our deliverers. This applies only for the case when we do not have to cover for the failure to deliver, especially after having made a congruent hedging transaction with our supplier. You will immediately be informed about the unavailability of the performance. The counterperformance will be recompensed at once.
5. When you order goods by electronic means, the text of the contract is saved by us and sent to the customer upon request besides the present GTCT via e-mail. Your personal data and information concerning your order will be dealt with due confidentiality.

§ 3 Reservation of Ownership

We reserve the ownership of the goods until the payment is completely settled. Until the complete settlement you are obliged to inform us instantly when third parties have access to the goods, like for instance, in the case of a seizure, of damage or the destruction of the goods. The same applies when there is a change in ownership regarding the goods and a change of your address.

§ 4 Revocation instruction

1. Right of Revocation

You have the right to revoke this contract without specifying any reasons within 14 days. The revocation period is fourteen days from the date on which you or a third-party nominated by you, who is not the carrier, took possession of the last part delivery or the last piece.

In order to exercise your right of revocation, you must inform us (Engel GmbH, Wörthstr. 155, D-72793 Pfullingen) about your decision to revoke this contract by providing an unambiguous declaration (for example a letter send by post, fax or e-mail). You can do this using the enclosed form of revocation, but this form is not obliged.

In order to preserve the revocation period it is sufficient if you send the notification of your exercising of the right of revocation before the revocation period elapses.

2. Consequences of revocation

If you revoke this contract, we must pay back to you all payments, which we have received from you, including the delivery costs (except of the additional costs resulting from the fact that you chose another delivery way than the cheapest standard delivery which we offered), immediately and within no more than fourteen days from the date on which we received the notification about your intention to revoke this contract. For this repayment, we use the same means of payment that you used in the original transaction, unless something to the contrary has been explicitly agreed with you; in no event we will charge you any fees for this repayment. We may refuse to make the repayment until we have received the goods back from you or you have provided evidence that you have returned the goods, depending on which of these is the earlier date.

You must return the goods to us immediately and in any event within no more than fourteen days from the date on which you notify us about the revocation of this contract or hand them over. The deadline is preserved if you send the goods before the period of fourteen days elapses. You have to pay the costs of the return consignment, if delivered goods correspond to the ordered and if the value of the returned goods is no more than € 40,00 or if you, on a higher value of goods, haven't rendered the consideration or a contractually agreed partial payment at the time of revocation.

You have only to pay for any depreciation in the value of the goods if this depreciation is attributable to handling other than what is necessary to ascertain the nature, properties and functioning of the goods.

A right of revocation does not exist for

- goods which are produced according to client specifications or which are clearly customized to the personal needs of the consumer or which by their nature are not suitable for return or which deteriorate very fast or the expiry date was crossed
- audio or video recordings or computer software in a sealed package if the seal has been removed after delivery
- newspapers, journals or magazines

End of revocation policy

§ 5 Payment

1. The offered purchasing price is binding. When selling by dispatch, the purchasing price is to be understood plus shipping and handling which will be made known to you separately before the placement of your order
2. You can advance the purchasing price by prepayment or direct debit. When ordering from abroad, you have to pay in advance. If you wish to pay by direct debit, please print out the **Direct Debit Authorization**, complete and sign the form and send it back to us via fax. When you are paying by direct debit, we debit the payment within 10 days after having dispatched the goods.

§ 6 Passing of Risk

1. The risk of accidental ruin or accidental deterioration is only passed on to you when handing over the goods to you.
2. Cases of default are equal to a handover.

§ 7 Warranty

1. In cases of defects you can choose between a supplementary performance by subsequent improvement or a compensation delivery. We, however, are entitled to deny the chosen way of supplementary performance if it is only possible under excessive costs and if the alternative supplementary performance is without any disadvantages for you.
2. If a method of supplementary performance fails, you can either choose to reduce the payment (abatement) or to request a rescission of contract (resignation). In case of just a marginal contravention of contract, however, especially in case of slight faults you do not have the right of withdrawal.

§ 8 Liability Regulations

1. In cases of slight negligent breaches of duty, our liability is restricted to the immediate average damage typical for the contract according to the kind of goods. This also applies to slight negligent breaches of our legal representatives or performing agents.
2. The stated liability regulations do not cover any claims from the product liability. Furthermore, the liability regulations do not apply to allocable bodily harm and damage of health either nor to a loss of life.

§ 9 Final Clauses

1. The legislation of the Federal Republic of Germany applies. The terms of the UN CISG (UN Convention on Contracts for the International Sale of Goods) do not apply.
2. If some singular regulations of the contract with the customer including these General Terms and Conditions are or will be invalid entirely or partially, the legal force of the other regulations will not be affected. The entire or partially invalid regulation shall be replaced by a regulation whose economic success preferably approximates the invalid one.

Pfullingen, June 13th, 2014

ENGEL GmbH
Wörthstraße 155
72793 Pfullingen

Phone: +49 (0)7121 - 3 87 87 7
Fax: +49 (0)7121 - 3 87 87 87

Place of Jurisdiction: District Court Stuttgart HRB 352217
Managing Director: Gabriele Kolompar (Mrs.)



Form of revocation

If you would like to revoke the contract, pls. fill in this form and send it back to:

Engel GmbH
Wörthstraße 155
72793 Pfullingen
Email: info@engel-natur.de
Fax: +49 7121 387 87 87

Herewith I/we revoke the entered contract of sale regarding the following goods

Ordered at:

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(Date)

Name, address of the consumer

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.....

.....
(Date)

.....
Signature customer
(only by sending it in paper form)

