

## **General Terms and Conditions**

### **Validity**

Our offers, deliveries and services are subject to availability and are considered as recognised by the recipient on acceptance of our invoice or conformation order. Designs, samples and patterns serve only as examples of the availability of the quality of our product, colour and sizes.

### **Reservation of Title / Ownership**

Our deliveries remain our property until the complete payments have been effected by the party to the contract. The party to the contract is entitled to a resale and reuse in the regular course of business, only. He herewith assigns to us his claims from the resale and reuse to the amount of our order amount. We herewith accept the assignment. The party to the contract is entitled to collect the claim assigned. In case of default in payment, filling of a petition insolvency or adjudication of insolvency, judicial or extra-judicial conciliation proceedings or any other dwindling of assets on the part of the party to the contract, we are entitled to request that the party to the contract informs us about the debts assigned and their debtors and supplies all information transparent and immediately available on request. On demand, the appertaining documents are to be handed out. This includes information for the debtor concerning the assignment.

### **Terms of Payment**

Our prices are net prices plus the legal value-added tax exclusive of ancillary services. The catalogue prices, which are effective at the date agreed for delivery, are to be applied. Bills are payable within the agreed or confirmed payment conditions. Bills are dated on the day of shipment. Provided no outstanding debts exist, discounts are permitted. Partial deliveries are considered as a completed transaction and are therefore subject to the preceding Terms of Payment. In case of delayed payment, interest is charged in the amount of 3% over the German Central Bank discount. Deductions and other amenities will be revoked.

### **Warranty**

In case of a defect, we reserve the right to remedy the defect twice at reasonable costs and to make a substitute delivery once within an appropriate period of time upon agreement. Notifications of defects have to be raised with us in writing without delay and within 10 days after receipt of the delivery. The same goes for latent defects after a usual receiving inspection. Further – legally allowed – claims are excluded; this applies especially to entitlement to damages that result from treatment of faulty material on Quartiers side, i.e. damages, that do not occur on the object itself plus subsequent damages. This does not apply if the damage is based on a missing feature, that has explicitly been guaranteed, with the intention of protecting the buyer against the occurrence of such a damage. Minor variations in product colour, size and design, especially in case of re-orders, do not entitle to claims. Quartier is not liable for the durability of cover fabrics; we solely guarantee delivery according to exemplars, except for minor colour and quality variances. In case of the treatment of a customer's private fabric, Quartier will not be liable for defects, that occur on the cover fabric during or after the procedure; In this case Reclamations concerning the treatment of fabrics are excluded. Damages, that are evoked by faulty use or wilful damage, do not constitute a claim against Quartier. In case of abrasion and simple use, and also corrosion due to the animal the warranty is excluded. Quartier is not liable for damages in transit. These must reported and claimed immediately towards the carrier by the customer. Warranty claims become statue-barred 12 Months after the delivery of goods.

### **Transport: Delivery by Freight or Shipment; Passing of Risk**

All goods are thoroughly checked before leaving Factory. Dispatch route and type are chosen by Quartier. In case of damage during transportation – either by carrier, handler or customer by him- or herself. Damage incurred during transport is devolved to the customer ex works. In case of no other stipulation, shipment and packaging are added to the account of the customer. We do not insure goods ordered. However, if the buyer requests an Indemnity Insurance, this will be done at the buyer's expense. Upon receipt, the ordered goods are to be examined for any damage and /or faulty workmanship. Damage due to transit is to be noted immediately on the bill of delivery and/or on the letter of assignment.

### **Terms of Delivery / Right of Return**

Punctual delivery and sale of the goods are subject to correct and punctual supply by our suppliers. Deliveries are effected ex works to the postal address stated by the buyer. Partial deliveries are admissible. Deliveries are subject to the delivery terms agreed upon. We will, however, be granted an additional period of 4 weeks for subsequent deliveries. This additional period will start on the day that we receive the time-limit fixed by the buyer. If the delivery is delayed due to circumstances, that cannot be affected by Quartier, such as force majeure or anything similar, the time of delivery is postponed to a suitable date, depending on the length of the delay. Returns will not be accepted without written authorization of Quartier. In any case the goods has to be returned perfectly packaged and free delivered, on the contrary the goods will be refused. The customer has the right to return the preserved product without giving reasons within two weeks by return of the product. The period begins at the earliest with preservation of the product and this instruction. In case of a return the performances received on both sides, are to be restored. If a deterioration of the product value has happened a compensation pay can be required. The right of withdrawal exists not for the delivery of goods which are made after customer's specification or are cut unambiguously on the personal demands. Please note, that we charge a 5% handling fee on return of impeccable articles.

### **Special Items**

Special Items will be taken into consideration only if will be technically possible, the company can apply the necessary increase of price.

### **Foreign Shipment**

All transactions and sales overseas rest upon the preceding sale, delivery and payment requirements. German law is considered as agreed upon; Nevertheless Quartier reserves the right to apply the law that is effective in the buyers home country. In the case of Quartier having to take legal measures overseas, in order assert contractual claims, the buyer is obligated to take over payment of all judicial and extrajudicial expenses, plus attorney's fees. The buyer abroad acknowledges and accepts these requirements by placing an order. They are considered as agreed upon.

### **Liability**

We exclude all kinds of damage claims raised against us. Liability subject to the Product Liability Act has its limit where liability can be excluded or limited. We are only liable for those faults, which have occurred despite the objects having been used according to our instructions or by those recommendations and rules, that have been formed by the profession. Quartier's liability is conformed within the preceding rules that have been stipulated. All claims that have not been explicitly granted – including indemnity claims – indifferent to which legal ground – are, as far as legally possible, excluded.

### **Liability for linked Homepages**

We distance ourselves from all contents of those Homepages, which we have links on our site, and will not adopt these contents as our own.

### **Samplebooks and Hangers**

All records of sale, such as catalogues, pattern books etc., which have been obtained by the buyer, remain property of Quartier. They are to be returned on demand at the buyer's expense, unless they were acquired with costs.

### **Copyright and Right of Use**

Copyright and Right of Use © 2008 by [www.quartier.com](http://www.quartier.com) (Mai).

The content of our homepage plus the contained pictures/texts serve as product information and are copyrighted according to §72 German Copyright Act. Publishing, duplication, circulation and imitation are only allowed upon written approval.

### **Data Protection**

In compliance with the regulations of the Data Protection Act we are entitled to register, process and transmit data regarding the money transfers and the movement of goods with our contract partners as far as this is required for the usual maintenance and/or proper accomplishment of our business. Our partners to the contract give their explicit consent for this.

### **Place of Performance, Place of Jurisdiction**

Place of performance for all claims under the contractual relationship is our registered office. For contracts with merchants, juristic persons under public law or special funds under public law our registered office is agreed upon as a place of jurisdiction. We are also entitled to sue at the headquarters of the party to the contract. German law shall exclusively be applicable excluding the regulations of the German Private International Law including the exclusion of the law regarding the international purchase of personal property, even if the ordering party has its registered office abroad. If the buyer should not be a merchant who has been entered as such in the commercial register according to commercial law, Quartier is to be notified immediately.

### **Statement**

If any of the provisions of these terms of business is or will become ineffective or contains a loophole, the effectiveness of all the other provisions shall remain unaffected. Moreover, in case of a deviation of the English version of the Terms and Conditions from the German version, the German version shall prevail.