

## Carl Stahl DecorCable Innovations Inc

### General Terms and Conditions, 2021

(Version 1.1.21)

#### 1. General Provisions

- 1.1 These Conditions are binding if they have been declared applicable in the offer or in the confirmation of an order and if the Buyer does not dispute the applicability of these General Terms and Conditions in writing within five days. The right is reserved to stipulate agreements to the contrary in the actual individual Contract.
- 1.2 Provisions of the Buyer to the contrary are valid only to the degree they have been expressly accepted in writing by Carl Stahl DecorCable Innovations, Inc, known as Seller going forward.

#### 2. Conclusion of Contract - Extent of Deliveries and Services

- 2.1 The Contract between the Buyer and Seller goes into effect upon receipt of the confirmation of order in writing from Seller.
- 2.2 The deliveries and services of Seller are set forth in their entirety in the confirmation order, including any enclosures thereto.
- 2.3 Data in leaflets, catalogs, brochures and technical documentation are not binding without express agreement.
- 2.4 In the absence of any agreement to the contrary, Seller retains all rights to plans and technical documentation handed over to the Buyer.

#### 3. Quotations and Prices

- 3.1 Any prices shown on the Seller website are price indications. The right is expressly reserved to change prices at anytime.
- 3.2 Unless otherwise agreed, all quotations are made for prompt acceptance and any terms quoted therein are subject to change without notice after thirty (30) days from the date quoted unless specifically stated otherwise on the quotation. Any pricing which may be available at the time a quotation is made, is subject to prior sale.
- 3.3 In the absence of any other express agreement, all additional costs related to order shall be carried by the Buyer, including, shipping and packing costs, costs for freight, insurance, transit, import, and other permits, certifications, all types of taxes, contributions, fees, customs duties, and the like, which are charged in connection with the Contract.
- 3.4 Buyer is uniquely responsible for the review and approval of quoted quantities and prices, designs, material production drawings and specifications, plans, and any other specifics carefully before placing order. Unless specifically communicated otherwise by Seller, all orders are considered final upon receipt and cannot be changed or canceled. Unless specifically communicated otherwise by Seller. All orders for custom materials are considered final and are processed upon receipt. As detailed in Section 9.3 of this document,

Custom material or merchandise is not returnable.

- 3.5 At the sole discretion of Seller, orders for Custom material or merchandise may require a substantial advance payment (“Deposit”) at the time of order acceptance. Amount of any required Deposit shall be communicated at the time of quotation and finalized at order stage.
- 3.6 Samples and prototypes can be provided for demonstration purposes. All samples and prototypes ship via UPS Ground or US Mail at no charge to prospective Buyer. Express delivery is available at additional cost. Custom prototypes are also available and will be invoiced or prepaid and are not returnable or refundable.
- 3.7 Our pricing is in US Dollars and is FOB our dock, Burr Ridge, Illinois.

#### **4. Payment Conditions and Terms, Sales Taxes**

- 4.1 We accept company check, EFT, and major credit cards, only.
- 4.2 Credit card payments exceeding \$25,000 will incur a 2.0% service charge.
- 4.3 Unless otherwise expressly provided, upon credit approval, Seller’s payment terms are net thirty (30) days from date of invoice. Buyer shall pay all reasonable attorney fees, costs and expenses incurred by or on behalf of Seller for any actions taken to collect monies due by Buyer to Seller.
- 4.4 If the Buyer does not respect the payment term, it shall, without reminder, pay interest starting from the due-date amounting to 18% per year or the maximum lawful rate, shall be assessed on all amounts that remain unpaid after the date on which payment is due. The right to assert further damage is reserved. Additionally, late fees can be assessed, and account placed on credit hold.
- 4.5 Failure to pay any invoice in full within terms specified in such invoice will void all warranties, express or implied, regarding any material or product listed in such invoice, until such time that the invoice has been paid in full. Any claims or shortages or deductions for erroneous charges must be made by Buyer in writing within 48 hours after receipt of goods or services or shall be deemed waived.
- 4.6 Sales Tax, if applicable, will be calculated and added to your order once it is placed. Sales tax is calculated according to the delivery address of your order. If your order is tax exempt or for Resale, please supply the necessary certificates before placing your order. In the event that sales tax is not charged on the order, Buyer expressly agrees to be responsible for the eventual calculation and payment for any applicable Use Tax.

#### **5. Reservation of Property Rights**

- 5.1 Seller remains the owner of its entire deliveries until it has received full payment in accordance with the Contract.

#### **6. Term for Delivery**

- 6.1 The applicable term for delivery follows from the confirmation of order in writing from Seller. The term for delivery begins as soon as the Contract is concluded, and the essential technical points have been clarified and settled.
- 6.2 Shipment schedules are given as accurately as conditions permit and every effort will be made to make shipment as scheduled. Buyer acknowledges and agrees that Seller will not be responsible or liable for deviations in meeting shipping schedules nor any losses or damages to Buyer (or any third party) by deviations in the shipping schedule, whether due to fire, flood, shortages or failure of raw materials, supplies, power, transportation, breakdown of equipment or any other causes beyond Sellers reasonable control.

6.3 In the absence of any other express agreement or shipping instructions from Buyer, Seller will use its discretion in selecting carriers and/or methods of shipping. Special crating or handling charges may apply to oversize or custom orders.

## **7. Transfer of Benefit and Risk, Insurance**

- 7.1 Benefit and risk are transferred to the Buyer upon departure of the deliveries ex-factory at the latest.
- 7.2 Transportation takes place in principle at the risk of the Buyer. However, Seller takes out transportation insurance. Special requests with regard to transportation and insurance shall be communicated from Buyer to Seller at time of order. Complaints and any possible damages in connection with the shipment or transportation are to be sent by the Buyer to the last carrier and to Seller immediately upon receipt of the deliveries or the shipping documents, but within three business days at the latest.

## **8. Examination and Acceptance of Deliveries**

- 8.1 The Buyer must examine the deliveries within 48 hours from receipt thereof and inform Seller in writing without delay of any deficiencies. If it fails to do so, the deliveries and services are considered to be approved.
- 8.2 All claims regarding shortages and claims of shipping breakage or damage (obvious or concealed) must be made in 48 hours from receipt of shipment. Please keep all packaging material.
- 8.3 Seller must correct the reported deficiencies as quickly as possible, and the Buyer must give it an opportunity to do so.

## **9. Return of Goods**

- 9.1 Ordered and correctly delivered non-custom goods are returnable within 90 days of original invoice. The returned goods must be unused, in mint condition and in original unopened packaging. Before return, Buyer must receive Return Authorization "RA" number from Seller. All returns must have RA number clearly shown on packaging. A restocking fee will be charged on all returns.
- 9.2 In the case of "Custom orders, material, merchandise", (i.e. but not limited to, cable assemblies, custom fittings, mesh netting, large quantities, or orders deemed custom by Seller), are not returnable. Only the reusable fittings may be returned if in accordance with section 9.1 and 9.2. Used parts or cables will not be taken back, nor qualify for a credit.
- 9.3 The expense of returns is always that of the Buyer and should be insured for the original value of said goods.

## **10. Guarantee, Liability for Deficiencies**

- 10.1 The Buyer has no rights and claims because of deficiencies of any kind in deliveries or services other than those specifically mentioned below in this Section (10). Other liability and guarantee provisions expressly agreed in the individual Contract are reserved.
- 10.2 The guarantee period is one (1) year.  
This period begins with the departure of the deliveries ex-factory.  
For replaced or repaired parts, the guarantee period recommences and lasts one (1) year from the replacement or conclusion of the repair.
- 10.3 Seller undertakes to fix or replace, as it may choose, as quickly as possible, at the request of the Buyer in writing, all parts of the deliveries of Seller which are proven to have become damaged or unusable owing to poor material, faulty manufacture, or deficient execution up to

the expiration of the guarantee obligation. Replaced goods revert to the property of Seller. The guarantee expires prematurely if the Buyer or a third party carries out inappropriate modifications or repairs, or if the Buyer, should a defect occur, does not immediately take all suitable steps to restrict the damage and give Seller without delay the opportunity to eliminate the defect.

- 10.4 If Seller expressly assured the Buyer of special properties for the ordered goods, this assurance applies only until expiration of the guarantee period, other expressed agreements being reserved. If the assured properties are not fulfilled, or only partially, the Buyer first has a claim to appropriate rectification by Seller, for which purpose the latter is to be granted the necessary time. If the rectification is not successful, or only partially, the Buyer has a claim to a reasonable reduction of the price. The Buyer is not entitled to any further claims.

#### **11. Limited Liability of the Supplier**

- 11.1 Excluded from the guarantee and liability of Seller is damage which is proven not to be the result of poor material, faulty manufacture, or deficient execution, e.g., the result of natural wear and tear, deficient or improper handling, or other reasons for which Seller is not responsible.
- 11.2 All instances of breach of contract and the legal consequences thereof, as well as all claims of the Buyer, regardless of the legal grounds on which they are based, are definitively regulated in these Terms and Conditions. All not explicitly mentioned claims to damages, diminution, termination of the Contract, or withdrawal from the Contract are excluded.
- In no case do claims of the Contract exist for replacement of damage which has not occurred on the delivered object itself, such as especially cessation of production, losses of use, loss of orders, lost profits, and other direct or indirect damage. Liability of Seller for any sort of consequential damage is excluded.
- 11.3 This exclusion of liability does not apply to unlawful intention or gross negligence of auxiliary personnel. Moreover, the exclusion of liability does not apply to the extent that compulsory law is opposed thereto.

Summary of Limited Liability: Seller warrants that all metallic cable, rod mesh products shall be free from defects in materials and workmanship under normal use, installation, and maintenance in accordance with Product specifications. If any failure to conform to this warranty is reported to Seller within one (1) year from the date of purchase by the original Buyer, Seller upon being satisfied of the existence of such non-conformity, will correct same at its discretion by replacing the product. This warranty does not cover damaged resulting from mishandling in transit, vandalism, misuse, abuse, neglect, alteration, natural disasters, or failure to exercise reasonable care installing or maintaining the product. The warranty applies only to the original Buyers who purchased the product directly from Seller. Seller shall not be liable under any circumstances for consequential or incidental damages or secondary charges including but not limited to personal injury, labor cost, a loss of profits resulting from the use of said products or from said products being incorporated in or becoming a component of any other product.

**THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE, AND NOT REPRESENTATION OF WARRANTY, EXPRESSED OR IMPLIED, MADE BY ANY SALES REPRESENTATIVE OR OTHER AGENT OF CARL STAHL DECORCABLE INNOVATIONS INC. IN NO EVENT WILL CARL STAHL DECORCABLE INNOVATIONS INC BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

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The Best InTension™

The terms and conditions set forth herein shall constitute the sole terms and conditions of the agreement between the Seller and Buyer. Terms and conditions, whether contained in purchases confirmation, purchase order, shipping release forms or elsewhere, inconsistent with or in addition to the terms and conditions stated herein are expressly objected to by the Seller unless specifically agreed to by Seller in writing, and purchases acceptance of delivery of all or any part of the good shall constitute purchaser's acceptance of the terms and conditions of the sale contained herein.

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