

I. General

- I.1 All goods are supplied subject to these General Terms and conditions, unless confirmed otherwise in writing by efco creative GmbH, „the vendor“.
- I.2 The purchaser's conditions of purchase will not apply unless agreed in writing by the vendor.
- I.3 These terms and conditions will remain in force on further transactions until notified otherwise by the vendor.
- I.4 All goods are supplied on the vendor's understanding that they are sold to trade users, for re-sale in retail outlets, for use in manufacturing, or for sale educational and similar outlets.

II. Offer and formation of contract

- II.1 Offers made by the vendor are subject to confirmation and not binding. If purchase orders of the vendor are not confirmed separately, the invoice shall be deemed confirmation of the order.

III. Prices & Carriage

- III.1 Unless agreed otherwise by the vendor in writing goods will be invoiced in pounds sterling at the price stated in the vendor's current price list.
- III.2 All prices are shown exclusive of VAT.
- III.3 If the purchaser is unable to supply a valid VAT number, VAT will be charged at the current German rate.
- III.4 A minimum initial order of 300,00 EUR or 300,00 GBP will be required. Thereafter the minimum carriage paid order value is 300,00 EUR or 300,00 GBP ex VAT, except steamers, kilns and other heavy items where carriage is charged at cost. An estimate of the carriage charge will be given on request.
- III.5 The vendor will choose the method of shipment. If another method of shipping, or express service is requested by the purchaser, the vendor may charge carriage at cost.
- III.6 UK Mainland only. For orders below the carriage paid minimum the vendor reserves the right to charge carriage at the rate stated on the current price list. For deliveries to areas other than the UK mainland, the vendor reserves the right to charge carriage at cost. An estimate of the carriage charge will be given on request.
- III.7 The vendor reserves the right to decline to supply orders less than 150,00 EUR or 150,00 GBP goods value.
- III.8 If the goods are not delivered within four months of formation of the contract, the vendor shall be entitled to effect a reasonable price increase in accordance with the costing mechanisms usual in business.
- III.9 We reserve the right to send high volume and light weight goods (for instance, but not exclusively, polystyrene shapes and stuffing material) over two sales units per item "Free German Border". Please contact your efco creative representative for information and shipping costs.

IV. Delivery

- IV.1 The vendor shall be entitled to make excess or short deliveries of up to 10% in respect of ordered articles provided that this is justified by the product range, packing units or on other material grounds. The price shall depend on the quantity actually delivered.
- IV.2 Delivery shall be made to the customer's address, or to a delivery address shown on the purchase order. Failure to deliver to the correct address will not be the vendor's responsibility unless the delivery address has been given in writing at the time of placing the order. Please note that we are unable to deliver goods to PO Box numbers; a full postal address must be provided. The purchaser must indicate special shipping conditions in the purchase order and again for each new order. Any additional costs incurred thereby shall be borne by the purchaser and will be invoiced separately.
- IV.3 Binding delivery periods must be agreed expressly and in writing. The use of words such as „approximately“, „about“ etc. shall not designate binding periods but shall instead indicate only the provisional delivery date. The vendor shall not be held responsible for delays in delivery and services due to force majeure and resulting from events which the vendor could not reasonably have foreseen and averted, even if periods and dates were agreed with binding effect. In this case the delivery period shall be extended by the duration of the delay and a reasonable start-up time. The purchaser shall be informed as soon as possible of the delay in delivery. Should the adverse circumstances last longer than two months, each party to the contract shall be entitled to withdraw from the contract.
- IV.4 Binding delivery periods can be revoked on grounds of non payment, or concern by the vendor over the financial position of the purchaser.
- IV.5 If display stands are provided, these remain the vendor's property and may be removed at the purchaser's expense if used to display products that have not been supplied by the vendor, unless agreed otherwise in writing by the vendor.
- IV.6 Backorders will not normally be retained, unless requested and confirmed by the vendor in writing.

V. Risk

- V.1 Risk will remain with the vendor until such time as the goods have been delivered to the purchaser's premises or delivery address, or have been received by the purchaser or his agent.

VI. Claims

- VI.1 Claims for faulty goods must be raised within 7 days of receipt of the goods. The vendor, or his agent, must be notified in writing.
- VI.2 The delivery will be deemed as approved unless the claim is received within the time allowed.
- VI.3 Return of unwanted goods may be accepted at the vendor's discretion.
- VI.4 No claim may be raised for minor variations in quality, execution or colour.
- VI.5 The vendor will not accept claims for goods once they have been cut, painted or processed in any way.
- VI.6 Claims for compensation for goods received damaged in transit will only be considered if the delivery has been signed for as being received damaged. Any damaged items or packaging should be retained for inspection by the vendor or the shipping company.
- VI.7 The vendor will issue a credit note for faulty goods.

VII. Liability

- VII.1 The vendor's liability is limited to the lesser of the cost of replacing or repairing goods supplied by the vendor.
- VII.2 It is the purchaser's responsibility to ensure that goods are tested and fit for the required purpose.

VIII. Retention of Title

- VIII.1 Goods remain the property of the vendor until such time as payment for these goods, or for any other amount owing to the vendor, by the purchaser has been paid in full.
- VIII.2 In the event of non payment the vendor, or his agents, is entitled access to the purchaser's premises to reclaim his property.
- VIII.3 In the event of the removal of the reserved goods by third parties, the purchaser shall indicate the ownership of the vendor and shall inform the latter immediately.
- VIII.4 In the event that the purchaser behaves in breach of contract, in particular in case of default in payment, the vendor shall be entitled to withdraw from the contract.

IX. Data protection

- IX.1 The purchaser declares his consent that all data arising from the business relationship may be recorded on data carriers. This data will not be passed on to third parties. Need to check that this complies with UK data protection.

X. Final clauses

- X.1 The legal relations between the vendor and the purchaser shall be governed by the laws of the Federal Republic of Germany, with the exception of the provisions of the Law on the International Sale of Goods of 01.01.1991, which are expressly excluded.
- X.2 Should provisions of contracts with purchasers abroad be ineffective on the basis of mandatory provisions of local law, they shall be deemed to be replaced by such effective regulations coming closest to the meaning and purpose of the ineffective provisions. The parties to the contract undertake to take all measures necessary to achieve effective provisions. Should individual provisions of these general terms and conditions be ineffective, this shall not affect the validity of the remaining provisions and those of the legal transaction as a whole.
- X.3 If the purchaser is a merchant within the meaning of the German Commercial Code, a legal person under public law or a federal special asset, the court competent for 76829 Landau / Pfalz is agreed as having jurisdiction for all disputes arising directly or indirectly from the contractual relationship.
- X.4 Terms of payment:
Payment due 30 days from end of month of invoice unless other terms have been agreed and confirmed by the vendor in writing. The vendor reserves the right to put customers who exceed terms of payment on credit stop and refuse to supply goods until the overdue account has been paid in full. The vendor may require payment in advance on future orders. Interest at 2% per month may be charged on overdue accounts.
- X.5 The vendor reserves the right to request trade or bank references and to carry out credit checks before supplying a customer.
- X.6 The vendor may carry out credit checks on a customer at any time, request immediate payment of all amounts owing and cancel any contracts if he has concern about the financial position of the purchaser.
- X.7 The vendor may instruct 3rd parties to recover amounts due to the vendor. Any charges or costs incurred in collection will be invoiced to the purchaser.
- X.8 Credit and a trade account can be refused at any time with no reason given.
- X.9 SEPA direct debit scheme:

With effect from 1 February 2014, collections in line with the SEPA direct debit scheme shall be made by means of a SEPA direct debit mandate. The invoice shall include an appropriate reference to the due date of the invoice amount. The pre-notification period shall be reduced to 3 days. The buyer shall ensure there are sufficient funds in the account. The buyer shall also bear any costs incurred as a result of unpaid or reversed direct debits, provided that efco creative GmbH did not cause this.