

SUPPLEMENTARY PROVISIONS
CONCERNING THE COATING AND FURTHER FINISHING OF BASE CLOTHS
(WOVEN & KNITTED GOODS, WEBBING AND OTHERS),
SUPPLEMENTING THE
UNIFIED TERMS FOR TEXTILE FINISHING COMMISSION ORDERS

Registered in the Cartel Register ^{*)} according to the Announcement No. 36/73 and No. 64/73 of the Federal Cartel Authority (Federal Gazette No. 153 of August 17, 1973 and No. 228 of December 6, 1973) and No. 218 of November 23, 1985 and No. 31 of February 14, 1986

§ 1

Finishing Price

The finishing price applies exclusively to the finishing processes as determined by the type of coating and by the required specifications as well as by quantity and quality.

§ 2

**Examination, Re-measuring, Re-weighing
and marking of the Grey Goods
and of the Processed Base Cloths**

- (1) The finisher is not obliged to re-measure or re-weigh the grey goods or the processed base cloths. If this is specifically requested by the customer, extra charge will be made.
- (2) On delivery of the goods a waybill with precise information on each roll on quantity, width and nature of the goods shall be furnished to the finisher.
- (3) Faults are to be marked on the goods themselves and on the label.

§ 3

Special and Additional Processes

Extra charges will be made for

- a) Extra processing which could not be foreseen upon the booking of the order, e.g. additional work due to different thicknesses of base cloths;
- b) expenses for make-up, packing, dispatch costs and for other transport costs to end from the finisher as well as customs duties provided no agreements have been made thereon when the order was booked;
- c) additional processes.

§ 4

Value of Grey Goods

On booking the order and upon his request, the finisher shall be advised of the approximate purchase price or of the approximate production cost of the greys in the case of self produced goods.

§ 5

Finishing Instructions

- (1) On the placing of the order precise information shall be given to the finisher on the composition of the goods to be finished (e.g. raw material, base cloths, structure of fabric, number of needles per sqm, nature of the chemical binding agents and nature and scope of the treatments already effected) as well as on the end use.

^{*)} of the German Federal Republic

- (2) The finisher shall be informed in time of changes in structure and composition.
- (3) With each order the nature of the finishing and any additional processes shall be clearly detailed in writing. In addition, the side of the base cloth which is to be coated shall be marked in every case.
- (4) Required particulars include, for instance, total weight or strength finished width, if applicable shape of fleeces, coating weight, nature of coating and type of packing.
- (5) Upon booking the order, the grey width necessary for the required finished width shall be determined by the customer and the finisher, taking into account additional finishing processes, for instance, trimming of the edges, embossing, strip cutting, etc. If necessary the required grey width shall be determined in a preliminary test.

§ 6

Finished Goods

- (1) On booking the contract, agreement shall be reached on the permitted manufacturing wastage (end pieces), the proportion of the second quality due to the coating, the cutting losses (e.g. ribbon cutting, tile punching) and shrinkage
- (2) The outcome is based on the finished width (= working width) of the goods.
- (3) These agreements shall be re-negotiated - if necessary after fresh tests - where new coating base cloths and / or new finishing performances are introduced.

§ 7

Faults in Grey Goods or in Pretreated Base Cloths

Defects in grey goods or in pre-treated base cloths, whether they can be clearly detected visually or whether they are hidden defects, shall be the customer's responsibility and shall in particular not justify any reduction of the finishing price, notwithstanding the quality level which is affected by these defects.

§ 8

Guarantee

- (1) A guarantee for the agreed thickness of the coating and/or for the total thickness or for an agreed weight of the coating and/or total weight is granted - according to processing techniques and the manufacturing procedure - within the scope of the agreed tolerances only, if the delivered grey goods or the pre-treated base cloths have uniform nominal strength in accordance with DIN 53 855 page 3 (draft) and/or an even nominal weight. Nominal data relating to individual pieces or part deliveries may not be used as a basis for the whole order.
- (2) If a coating is based on a coated sample supplied by the customer, this shall not imply the grant of a guarantee in the meaning of para. 1 .

§ 9

Exemption from Liability

- (1) The grey widths of the goods to be finished shall be such that the required finished widths can be achieved without risk to the goods. If inadequate grey widths are delivered - in particular if they are narrower than those stipulated in any preliminary test - the finisher's liability for damages and losses resulting therefrom shall be excluded in accordance with § 12 para. 1 c Unified Conditions.
- (2) Any liability by the finisher is further excluded for defects which result from the structure of the base cloth, the tensile strength, the shrinkage and its influence on the tensile strength. Liability for changes of colour and printing design of the base cloth which result during the coating, is also excluded. The exemption of the finisher from liability shall not apply in cases in which such defects occur because of errors in the coating process, e.g. because of too high temperatures.