

General Sales Conditions

For all contract conditions with us, the exclusive sales conditions specified in the following shall apply. Purchasing conditions of the customer contrary hereto shall apply only if acknowledged in writing by us. If in special cases there is an individual deviation of the terms of delivery or if a condition does not apply, the remaining conditions shall not become void.

I. Offer and conclusion

1. All offers are subject to change without notice, i.e., they are made subject to the possibility of effecting delivery at the time of placing the order.
2. The conclusion is effected by our order confirmation or the delivery of the purchased merchandise and/or execution of the work ordered.
3. Fluctuations in the thickness and weight of the materials used are permissible within the tolerances customary in the trade.
4. Additions and deletions of +-10% cannot be objected to. Partial deliveries are permissible, provided they do not fall short of the acceptable minimum quantity.

II. Price and period of delivery

1. All prices are ex works plus VAT in the respective statutory amount.
2. The agreed upon period of delivery is ex works. The term of the period of delivery takes for granted the clarification of all details of execution and the compliance of the terms of payment. Delays of delivery and defaults of performance due to breakdown of government actions or force majeure may result in the appropriate extension of the term of delivery. Force majeure also exists in the case of labour disputes, including strikes and legal lockouts in our company or with our pre-suppliers as well as with delays in the supply of major raw materials. The claims of customers to damages shall be excluded within the limitations of item VII. (Liability).
3. If the buyer and/or purchaser has suffered damages due to a delay on account of our fault, the buyer shall be entitled, subject to the exclusion of further claims, to demand compensation for damage resulting from delay/default. For each full week of delay, this shall be 1% overall, but a maximum of 5% of the value of part of the total delivery, which cannot be used as a consequence of the delay in due time, or as per contract.

III. Packaging and shipping

1. Packaging is invoiced at cost price and is not taken back.
2. Shipping and transportation of merchandise will be at the purchaser's account and risk.

IV. Terms of payment, set-off and rights of retention

1. The invoice amounts are payable within eight days of the invoice date with 2%, or within 30 days without discount. Payment by draft is subject to prior agreement. All costs connected to a draft payment, as well as all charges are to be reimbursed by the customer. Payments are always charged to the oldest invoice.
2. In the case of late or deferred payment, we are – even without prior warning – authorised to charge regular interest and commission rates.
3. Customers may not set off counterclaims and assert the right of retention, unless these are undisputed and legally enforced claims of the customer. This also applies to the assertion of defects.

V. Reservation of title

1. The merchandise delivered on the basis of the contract of purchase shall remain our property until the full payment of the purchase price. In the case of a current account, the right of reservation shall apply as security of our balance claim.
2. The customer only is authorised to resell the conditional commodity within the scope of a proper business operation. The customer already at this time assigns the claims, including a possible current account claim, to us to which the customer is entitled from the resale. We already at this time accept this assignment. Until our recall, the customer is authorised to withdraw the claims assigned to us. We may exercise our recall right, if the customer fails to comply with its payment obligations from the business obligation or if we learn of circumstances that reduce the customer's credit standing considerably. In other respects, the customer's collection right expires, if the customer or a third party files a petition for insolvency against the customer. In such cases, we may demand that the customer announces the assigned claims and their debtors and that the debtor discloses the assignment. Furthermore, we are entitled to a notice of assignment to the debtor. The funds received by the customer for the claims assigned to us after the cancellation of the claim collection right shall be received by a trustee in the amount of all secured claims and paid out to us immediately.
3. If the value exceeds the existing securities of the collateralised claims by more than 10%, we are at the customer's request authorised to release the securities of our choice.

VI. Defects

1. Descriptions of performance and information on the quality of the subject of delivery/performance serve the specification. These do not relate to the warranty of qualities, which are the subject matter of a guarantee. Possible public promotional statements/product information of third parties or from us is not the subject matter of the contractual product/performance specification, unless we make a corresponding agreement with the customer. We reserve the right of customary variations in colour, weight and thickness of the merchandise processed by us. We shall not be liable for printing errors the customer overlooked in a contract assignment.
2. The customer is obligated to examine, at its own cost, the supplied goods immediately upon receipt for proper execution, and shall notify us in writing of any defects and incorrect deliveries or deficient quantities. The written notice must reach us at least three working days after delivery. Hidden defects must be reported in writing immediately upon discovery. If the above obligations are not observed, the customer will lose any possible damage claims.

3. Damage claims of the customer in the case of faulty merchandise and defective performance basically shall be limited to a repair or replacement/retroactive performance claim. The option lies with us. We are authorised to effect a reasonable number of repair attempts or replacement deliveries/retroactive performances, at least, however, three. If the repair or replacement delivery/retroactive performance fails, the customer has the option of being entitled to cancel the contract or reduce the payment. This right is limited to the delivery/performance in question, provided a limitation based on the nature of the matter is not unacceptable to the customer. If the specified performance volume cannot be reached, the customer upon failure to remedy the defect merely has a claim to a reasonable reduction. This, however, does not apply if the performance parameters expressly are warranted or the acceptance of the object of delivery is unacceptable under the given circumstances.

4. Claims arising from the liability of defect for defective goods shall lapse one year after delivery. This time limit, however, does not apply if the law prescribes longer time limits in the case of a breach of duty with intent or gross negligence on our part, in the case of malicious non-disclosure of a defect, and in cases in which there was injury to life, body, or health due to defects of quality. Claims arising from the liability for defects for rendered subsequent improvements or replacement deliveries/retroactive performances will lapse in three months upon conclusion of the subsequent improvement or replacement delivery/retroactive performance, but not before expiration of the original time limit.

5. If the subject matter of a delivery subsequently is effected to a place other than the customer's place of business, and if, as a result for the purpose of retroactive performance, the necessary expenditures, in particular, transportation, travelling, material and labour costs, they shall not be borne by us. This limitation does not apply if the transfer of the item of delivery is in keeping with its specified use and in accordance with the use negotiated with the customer.

6. Item VII. (Liability) shall apply to damage claims. Additional or other claims of the customer regulated in item VI against us concerning a defect of quality shall be excluded.

VII. Liability

1. Our liability for damages of any type shall be excluded. This exclusion does not apply

- for damages we have caused with intent or gross negligence;

- in cases of slight negligence for damages, which are based on an injury to life, body or health, as well as damages based on the breach of a major contractual duty.

2. In the cases of negligent breach of major contractual obligations, our liability – with the exception of damage to life, body or health – however is limited to typical damage, which was foreseeable upon conclusion of contract or upon commitment of the disloyal behaviour.

3. If damage claims of the customer exist against us, resulting from ordinary negligence according to 1 and 2, claims in this case shall be excluded, unless they are asserted through the court within a time limit of three months after the rejection of the claim by us or our insurance company.

4. The above exclusions of liability and limitations also apply to our liability for our executive bodies, employees and vicarious agents as well as the personal liability of our executive bodies, employees and vicarious agents.

5. The above exclusions of liability and limitations do not apply to claims under the product liability law, provided there is a mandatory liability. Ultimately, they do not apply, if we have given a quality or service for life guarantee.

VIII. Additional regulations for the surface finishing of printed sheets

1. Supplied printed sheets must have a normal quality consisting of a flawless material, which does not require further processing. We are not required to examine whether these requirements are satisfied, in particular the composition and quality of colour printing as well as neutrality with respect to chemical compounds. If supplied printed sheets become unusable during processing (finishing) as a result of defects in material or other defects, we shall be entitled to the incurred processing costs.

2. We reserve the right to return the supplied printed sheets for reasons related to the processing in a minimum quantity of up to 10% (addition).

3. The printed sheets surface-finished by us must immediately be examined upon return delivery by the purchaser for any defects. The unopposed acceptance of the returned printed sheets is considered as an acceptance of our work.

IX. Place of performance and jurisdictional venue

1. The place of performance for both parties is Hamburg. The jurisdictional venue for all disputes resulting from the contractual relationship is Rellingen, if the purchaser or buyer is a merchant. We also are authorised to take legal action at the purchaser's or buyer's principle place of business.

2. For export deliveries, German law shall apply, subject to the exclusion of the UN Sales Convention.