

General terms and conditions of sale

I General - scope of application

1. These general terms and conditions of sale apply exclusively; terms and conditions of sale, which conflict or differ from our terms and conditions, will not be accepted unless expressly agreed to in writing. Our general terms and conditions of sale apply, even if we are aware of conflicting or differing terms of the customer, and we make a delivery to the customer without reservation.
2. This agreement sets out in writing all the terms agreed between us and the customer for the purpose of executing this agreement.
3. Our general conditions of sale are also to be used for all future business transactions, even if they are not explicitly agreed again.
4. Our terms and conditions of sale only apply to businesses within the meaning of section 310 (1) of the German Civil Code (BGB).
5. E-mail and fax also meet the requirement for written form, as defined by our conditions.

II Offer / offer documents

1. If an order qualifies as an offer as laid down in section 145 of the German Civil Code (BGB), the time limit for acceptance shall be one week.
2. We retain intellectual property rights and copyright to all illustrations, drawings, calculations and other documents. This also applies to written documents marked as "confidential". The customer may not disclose such documents to third parties without our express prior consent.

III Prices - payment terms

1. Unless otherwise indicated in the order confirmation, our prices are quoted "ex works", exclusive of packaging, which is invoiced separately,
2. and exclusive of VAT; VAT will be shown separately on the invoice at the rate applicable on the invoice date.
3. The customer may not deduct a discount without a separate written agreement.
4. Unless otherwise indicated in the order confirmation, invoices are payable in full (without a discount) within 30 days of the invoice date. The statutory provisions governing the consequences of late payment shall apply.
5. If it becomes apparent after the contract has been concluded that our claim for payment will be put at risk because of the buyer's inability to pay, we may refuse to provide the performance incumbent upon us and set the buyer a 30-day period to make payment consecutive to delivery or to provide a security. If the period lapses and payment still has not been made, we are entitled to withdraw from the contract and demand compensation. The setting of a period can be dispensed with if the buyer refuses seriously and definitively to pay, or if there are particular circumstances that justify our immediate withdrawal after weighing up the interests of both sides.
6. The customer is entitled to offset or withhold payment only if we have accepted his counterclaims, or if such claims are legally established or undisputed. Furthermore, the customer is only entitled to withhold payment if his counterclaim is based on the same contractual relationship.

IV Delivery

1. The period for delivery will only commence once all technical questions have been clarified.
2. We shall only commence delivery if the customer has fulfilled all his obligations under the contract in a timely manner. We reserve the right to refuse/suspend performance.
3. If the customer is in default of acceptance, or if he breaches any other duties to cooperate for reasons within his control, we will be entitled to demand compensation for any damage incurred as a result, including any additional expenses. We reserve the right to assert further claims.
4. If the requirements set out in Paragraph (3) have been met, the risk of accidental loss or accidental deterioration of the purchased item will be transferred to the customer on the day he falls behind with acceptance or payment.
5. If the underlying purchase agreement is a fixed-date transaction as laid down in section 286 (2) No 4 of the German Civil Code or section 376 of the German Commercial Code (HGB), our liability will be governed by and limited in accordance with the applicable laws and regulations. Our liability is also governed by statutory provisions if the customer is no longer interested in the contractual performance because the delivery was delayed for reasons within our control.
6. We are, furthermore, liable in accordance with statutory provisions if the delay in delivery is attributable to a willful or grossly negligent breach of contract or the culpable conduct of one of our representatives or vicarious agents. If the delay in delivery is not due to an intentional breach of contract attributable to us, the customer's liability is limited to foreseeable, typical damage.
7. We are also liable in accordance with the statutory provisions, if the delay in delivery we are responsible for is attributable to a culpable breach of our material contractual obligations; our liability in this case, however, is limited to the foreseeable, typical damage.
8. In all other respects, our liability for a delay in delivery in the case of a demonstrable damage event is limited to a maximum of 15% of the delivery value.
9. Further legal claims and rights of the customer remain reserved.
10. If dispatch or delivery is delayed at the buyer's request, we may charge demurrage starting one month following notification of completion and readiness for dispatch at a rate a carrier is normally expected to charge.

V Passing of risk - packaging costs

1. Unless otherwise stated in the order confirmation, our delivery terms are "ex works".
2. The return of packaging is subject to separate terms.
3. At the request of the customer, the delivery may be covered by transport insurance; any costs incurred in this respect shall be borne by the customer.

VI Liability for defects

1. The customer may only assert claims for defects if he has duly observed his duties to inspect for or give notification of defects pursuant to section 377 HGB.
2. The risk of any errors shall pass to the customer upon the printing/production release, except for errors that occur or can only be detected during the production process that follows the printing/production release. The same shall apply to any other releases by the customer.
3. As far as colour reproductions are concerned, regardless of the production method used, minor deviations from the original shall not be considered a defect. The same shall apply to the comparison between proofs and print runs.
4. Over or under deliveries, up to 10 % of the ordered print run, shall not be considered a defect. We shall invoice the customer for the delivered quantity.
5. If the purchased item is defective, we will be entitled, at our discretion, to provide supplementary performance by remedying the defects or by delivering a new product that is free of any defects. If we remedy the defect, we will be obliged to bear any related expenses, including, in particular, transport, travel, labour and material costs, provided these are not increased by the fact that the goods have been transported to a place other than the place of performance.
6. If the supplementary performance fails, the customer will be entitled, at his discretion, to withdraw from the contract or demand a price reduction.
7. If the customer asserts claims for damages caused intentionally or by gross negligence on our part or on the part of our representatives or agents, our liability will be governed by and limited in accordance with the applicable laws and regulations. Our liability for damages - save in cases of intentional breach of contract - is limited to foreseeable, typical damage. Claims for damages due to delays or impossibility of performance may not exceed the order value.
8. Our liability in case of a culpable breach of material contractual obligations will be governed by applicable laws and regulations and limited to foreseeable, typical damage.
9. The above limitations of liability do not apply to culpable injury to life, body or health or cases of mandatory statutory liability under the Product Liability Act.
10. Unless provided otherwise in the foregoing provisions, any liability is excluded.
11. The limitation period for claims based on defects is 12 months after the transfer of risk.
12. This is without prejudice to the limitation period in case of supplier's recourse pursuant to Article 478, 479 BGB; the limitation period is five years from the delivery of the defective item.

VII Total liability

1. Any further liability other than provided for under article 6 regardless of the legal nature of the claim shall be excluded. This is in particular valid for indemnity claims due to faults on the occasion of the contract conclusion, due to other violations of duty, or due to tortious claims for replacement of damage in accordance with section 823 BGB.
2. The limitation in accordance with Paragraph (1) does also apply if in lieu of a claim for damages, the customer demands the reimbursement of useless expenses.
3. If we have excluded or limited our liability for damages, this shall also extend to the personal liability of our staff, employees, representatives and vicarious agents.

VIII Retention of title

1. We retain title to the manufactured items until all payments arising from the business relationship have been received in full, including any future claims. If the customer is in a material breach of contract, in particular, by falling into arrears with payments, we will be entitled to recover the goods. The recovery of goods shall always constitute a withdrawal from the contract. We are entitled to dispose of the recovered goods. The sale proceeds will be offset against the liabilities of the customer after the deduction of reasonable disposal costs.
2. The customer is obliged to treat the purchased item with due care. In particular, the customer is obliged to take out an adequate new-for-old insurance covering these goods against damage caused by fire, water or theft. If maintenance and inspection work is required, the customer shall carry these out at his own expense in a timely manner.
3. In case of third party attachments or other interventions, the customer shall notify us immediately in writing so that we can pursue an action in accordance with section 771 German Code of Civil Procedure (ZPO). If the third party is not in the position to reimburse us for judicial and extrajudicial costs of a legal action pursuant to section 771 ZPO, the customer shall be liable for the damage we suffered.
4. The customer is entitled to resell the goods in the ordinary course of business; however, the customer shall assign any claims arising from the sale of the goods to its customers or third parties to us in the amount of the invoice value (including VAT), regardless of whether the goods were resold without or after processing. The customer remains entitled to collect receivables after the assignment. This is without prejudice to our authority to collect receivables. We undertake not to collect any receivables as long as the customer fulfils his payment obligations arising from the proceeds received, has not fallen into payment arrears and in particular, no petition has been filed to commence insolvency proceedings or cessation of payments. If this is the case, however, we will be entitled to demand that the customer notifies us of the assignment of claims and their debtors and in addition, provides all the information necessary for the debt collection, hands over all related documents and informs the debtors (third parties) of the assignment.
5. The processing or transformation shall always be carried out by the customer on our behalf. If a purchased item is processed with other items not belonging to us, we shall acquire joint ownership of the new item in proportion to the relationship between the value of the purchased item (final invoice amount, including VAT) and that of the other items processed at the time of processing or transformation. In all other respects, items produced as a result of processing are subject to the same provisions as goods supplied under the reservation of title.
6. If the purchased item is inseparably comingled with other items not belonging to us, we will acquire joint ownership of the new items in proportion of the value of the purchased item (final invoice amount, including VAT) to the other comingled items at the time of mixing. If the combining is carried out in such a way that the customer's product is to be regarded as the main product, it is hereby agreed that the customer shall transfer proportionate, joint ownership to us. The customer shall preserve sole or joint ownership for us.
7. We undertake to release the collateral provided to us by the customer upon his request, provided that the value of the collateral exceeds the claims to be secured by more than 10%; the collateral to be released will be chosen at our discretion.

IX Copyright clause

1. The customer shall be solely liable internally for any violations of third-party rights and in particular, copyright as a result of the performance of this contract. The customer shall indemnify us against any third-party claims brought against us for any such potential violation.

X Jurisdiction and place of performance

1. Where the customer is a business, our registered office is the place of jurisdiction; nevertheless, we are entitled to bring legal action against the customer before a court at the location of his residence.
2. These general terms and conditions are governed by and shall be construed in accordance with the laws of the Federal Republic of Germany to the exclusion of the UN Convention on the Sale of Goods (CISG).
3. Unless otherwise stated in the order confirmation, the place of performance is our registered office.

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