

General Terms and Conditions / Terms of Delivery and Payment

I. Scope / Conclusion of Contract

These terms and conditions apply only to entrepreneurs (§§ 14, 310 section 1 German Civil Code). Orders are executed exclusively on the basis of the following terms and conditions. Deviating regulations require written confirmation.

II. Prices

1. The prices stated in the contractor's offer shall be valid for no longer than four months after receipt of the offer by the customer. The prices quoted by the contractor are exclusive of statutory value added tax. The contractor's prices are ex works. They do not include packaging, freight, postage, insurance and other shipping costs.
2. Subsequent amendments at the instigation of the customer, including the resultant machine downtime, shall be charged to the customer's account. Subsequent amendments are also understood here to mean repeated specimen sheets required by the customer because of minor deviations from the original.
3. Sketches, drafts, type specimens, specimen sheets, samples, proofs, changes to delivered / transmitted data and similar preparatory work requested by the customer will be charged separately.

III. Terms of Payment

1. Payment must be made immediately upon receipt of the invoice without any deductions. Any discount agreement does not apply to freight, postage, insurance or other shipping costs. The invoice is issued on the day of delivery, partial delivery or readiness for delivery (collection obligation, default of acceptance). Bills of exchange will only be accepted by special agreement and on account of payment without granting a discount. Interest and expenses shall be borne by the customer. They are to be paid immediately by the customer. The contractor shall not be liable for the timely presentation, protest, notification and return of the bill of exchange in the event of non-redemption, unless he or his vicarious agent is responsible for intent or gross negligence.
2. If, after conclusion of the contract, it becomes apparent that the fulfilment of the payment claim is endangered by the customer's inability to pay, the contractor may demand advance payment, withhold goods not yet delivered and cease further work. The contractor shall also be entitled to these rights if the customer is in default with the payment of deliveries based on the same legal relationship. § 321 II of the German Civil Code remains unaffected.
3. In the event of default in payment, default interest of 9 percentage points above the base interest rate shall be payable. This does not exclude the assertion of further damage caused by default. If the customer pays the price including the ancillary costs within 10 days after receipt of the invoice and delivery of the goods in accordance with para. II ("Prices"), he shall be in default even without a reminder.
4. For orders, which have to be delivered in partial shipments on call by the customer, the contractor is entitled after expiration of one year after date of order receipt to invoice the remaining quantity, which is not called by then.

IV. Delivery

1. If the goods are to be shipped, the risk shall pass to the customer as soon as the consignment has been handed over to the person carrying out the transport.
2. Delivery dates are only validly agreed if they are confirmed in writing by the contractor.
3. If the contractor delays the performance, the customer can only exercise the rights under § 323 German Civil Code if the contractor is responsible for the delay. A change in the burden of proof is not associated with this regulation.
4. Stoppages – in the contractor's or a supplier's business – such as strikes, lockouts and events of force majeure, shall only provide sufficient grounds to terminate the contract if the customer can no longer reasonably be expected to wait any further. Otherwise, the date of delivery shall be extended by the period of delay. At the earliest, however, the contract may be terminated four weeks after commencement of the above mentioned stoppage. In no event shall the contractor be held liable in such cases.
5. The contractor shall be entitled to retain the printing and punch copy, manuscripts, raw material and other items made available by the contractor in under Article 369 of the German Commercial Code until full payment of all claims arising from the business transaction.
6. In any case, the customer must immediately check the conformity of the goods as well as the preliminary and intermediate products sent for correction. The risk of any errors shall pass to the customer upon the declaration of ready-for-printing / declaration of production maturity, unless they are errors that have arisen or could only be detected in the production process following the declaration of ready for printing / declaration of production maturity. The same applies to all other release declarations of the customer.

V. Retention of Title

1. The work delivered shall remain the property of the contractor until payment of all claims of the contractor against the customer up to the invoice date. The customer is only entitled to further sale in the ordinary course of business. The customer hereby assigns its claims from the further sale to the contractor. The contractor hereby accepts the assignment of such claims. When payment is in arrears at the latest, the customer shall be obliged to name the debtor of the assigned claim. If the total value of collateral security for the contractor exceeds its claim by more than twenty per cent (20%), the contractor or an interested party to the excess security of the contractor must on the customer's request release securities to such extent at the discretion of the contractor.
2. In the processing of goods supplied by the contractor and owned by it, the contractor shall be deemed to be the manufacturer within the meaning of Article 950 of the German Civil Code and the products shall remain its property at all stages of processing. If a third party is involved in the processing, the contractor is co-owner only up to the amount of the invoice price of the goods to which it retains title. The property thus acquired shall be deemed as conditional property.

VI. Complaints / Warranties

1. In principle, only the product description of the manufacturer shall be deemed to have been agreed as the quality of the goods. In addition, public statements, promotions or advertising by the manufacturer do not constitute a contractual indication of the quality of the goods.

2. Notification of evident defects must be made in writing within one week of receipt of the goods, notification of concealed defects within one week after detection; otherwise no warranty claim may be made.

3. If complaints are justified, the contractor shall, at its option, be obliged and entitled to rectify the defect claimed or replace the goods. If the contractor does not perform this obligation within a reasonable period or if the corrections made repeatedly fail to meet requirements, the customer may require a reduction of the purchase sum (abatement) or the cancellation of the contract (withdrawal).

4. Defects in part of the work supplied shall not entitle the customer to make a claim for the entire work, unless partial delivery is of no value to the customer.

5. No claims may be made for minor deviations from the original in colour reproductions during all printing processes. The same holds for the comparison between other proofs (e.g. digital proofs and print proofs) and the final product. Moreover, no liability shall be borne for deficiencies that do not impair the value or utility of the goods or do not impair these to a material degree.

6. For quality defects in the material used, the contractor shall be liable only to the value of the order.

7. The contractor is not obliged to inspect deliveries (including data media, transferred data) by the customer or a third party on the customer's behalf. This shall not apply for obviously unprocessable or unreadable data. Prior to data transfers, the customer shall be obliged to apply state of the art protective programs against computer viruses. The customer shall be solely responsible for data security. The contractor is entitled to make a copy.

8. No claims can be made for deliveries of quantities ten per cent (10%) more or less than the quantities of copies ordered. The quantity delivered shall be charged. For deliveries made on the basis of paper manufactured to the customer's specifications, this margin shall be increased to twenty per cent (20%) for deliveries of less than 1,000 kg and to fifteen per cent (15%) for deliveries of less than 2,000 kg.

VII. Liability

1 The contractor shall be liable without limitation in the event of intent or gross negligence for injury to life, limb and health, in the event of claims under the provisions of the Product Liability Act and for the scope of a guarantee assumed by the contractor.

2. In the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation), the contractor's liability is limited in amount to the damage that is foreseeable and typical according to the nature of the respective transaction.

3. There is no further liability.

4. The above limitation of liability also applies to the personal liability of the employees, representatives and organs of the contractor.

VIII. Limitation

The customer's claims to warranty and compensations (VI. and VII.) shall lapse in one year beginning with the handover of delivery of the goods with the exception of the claims for damages specified in VII. 2. This shall not apply where the contractor has acted with intent to deceive.

IX. Archival

Data and data carriers and the like, to which the customer is entitled, shall only be archived by the contractor after express agreement and against special remuneration beyond the time of handover of the end product to the customer or its vicarious agents. If the aforementioned items are to be insured, the customer must procure this himself in the absence of an agreement.

X. Copyright / Industrial Property Rights

1. The customer shall not be granted any rights of use to the contractor's sketches, drafts, final drawings, films, layouts, software, print files, data carriers, printing, punching and embossing tools, etc. to which he has or has acquired copyrights or industrial property rights.
2. The customer permits the contractor to advertise for its own advertising purposes with the products manufactured by him for the customer or to send them as samples.
3. The customer is solely liable if the rights of third parties, in particular copyrights, are infringed by the execution of its order. The customer shall indemnify the contractor against all claims of third parties due to such an infringement.

XI. Place of Performance, Jurisdiction, Validity

1. If the customer is a merchant, a legal person under public law or a public fund as defined within the meaning of the German Commercial Code or is not subject to general jurisdiction in Germany, the place of performance and jurisdiction for all disputes arising from the contract, including all proceedings relating to cheques, bills of exchange and documents shall be the registered office of the contractor. The contract shall be governed and construed according to the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
2. If any or several provisions of these terms and conditions are held to be invalid or unenforceable the validity of the other provisions of these terms and conditions shall remain in force.

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