

General Terms and Conditions of Business

I. Scope of validity / making of contract

Orders will only be rendered on the basis of the terms and conditions that follow. Any and all deviations therefrom must be in writing to be effective.

II. Prices

1. Prices given in the contractor's offer/s are subject to the proviso that the order data serving as basis for any such offer remain unchanged. Offers made are valid for four months from receipt of the offer by the client at the most. In the case of orders involving delivery to any third party the orderer is considered the client unless otherwise expressly agreed. The contractor's prices are given without VAT. The contractor's prices are ex works. They do not include packing, freight, postage and packaging, insurance or any other shipping costs.

2. Later amendments at the client's request will be invoiced to them. This includes any machinery/plant down time due to same. Repetition of test printing demanded by the client due to minor deviation from the specimen/s is considered such later amendment.

3. Sketches, drafts, trial prints, proofs, changes to data transmitted/supplied and similar preparatory work requested by the client will be invoiced them. This also applies to data transmission, (e.g. via ISDN).

III. Payment

1. Payment is due immediately on receipt of the relevant invoice/s net. Any discount agreement entered into does not affect shipping, postage and packing, insurance or other shipping costs. Invoices will be issued by shipping date, part shipment date or date of readiness for shipment (duty to collect, delay in acceptance). Bills of exchange will only be accepted in lieu of payment by express agreement net. Interest and expenses will be paid by the client. Same must be paid promptly by them. The contractor cannot accept any liability whatsoever for the prompt submission, protest against, advice of or return of any bill of exchange not accepted unless same is due to any deliberate act or gross negligence by them or their vicarious agent/s.

2. Appropriate advance payment may be demanded in the event of unusual advance rendering of any goods and/or services

3. The client may only set off or exercise any right of retention where amount/s due and payable are concerned against claims that are undisputed or res judicata.

4. If it becomes clear after making contract that fulfillment of payment claim/s may be endangered due to the client's lack of assets then the contractor may demand payment/s in advance and/or withhold goods and/or services not yet contractually rendered and/or cease to perform further contractual work. The contractor also has said rights in the event of the client being in arrears of payment for any contractual goods and/or services to be rendered on the basis of the same contractual relationship as said payment/s. §321 paragraph 2 BGB (German Civil Code) remains unaffected by this.

5. Arrears of payment attract interest of 8% above the basic rate. This does not affect the right in law to assert further claim/s for damages due to such arrears of payment.

If the client does not pay the price given including ancillary costs per clause II ("Prices") within 14 days of receipt of the relevant invoice/s and delivery of the goods and/or services concerned then they are considered to be in arrears of payment without this needing any advice of same.

IV. Delivery

1. If goods are shipped then the risk in same passes to the client when the shipment is handed over to the carrier.

2. Delivery deadlines only apply if expressly confirmed by the contractor. If the contract is made in writing then confirmation of delivery deadlines must also be in writing to be effective.

3. If the contractor delays performance of the contract the client may only exercise their rights under §323 BGB if the contractor is liable for said delay. This provision does not involve any change in the burden of proof.

4. Interruptions in the normal course of business affecting either the contractor or any of their suppliers such as e.g. industrial action, lockout or force majeure only entitle to the serving of notice of termination of contract if the client cannot reasonably be expected to tolerate any further delay. In all other cases the delivery deadline is extended by the duration of any such interruption. Notice of termination of contract may be served four weeks after the interruption aforementioned occurs at the earliest. The contractor cannot accept any liability whatsoever in any such case.

5. The contractor has a right of retention in printing and stamping templates, manuscripts, raw materials and any and all other goods and/or services supplied per §369 HGB (German Commercial Code) until all outstanding accounts have been settled arising out of the business relationship between the two parties.

V. Reservation of title

1. The goods and/or services contractually rendered remain the property of the contractor until all their claims of the client on the invoicing date have been settled. The client is only entitled to sell same in their normal course of business. The client herewith assigns all their rights arising out of, or associated with, any such sale to the contractor. The contractor herewith accepts said assignment. The client has a duty to nominate the debtor in the case of the claim/s assigned if the client is in arrears of payment at the latest. Should the value of security proffered the contractor exceed that of their claim/s by 20% or more then the contractor has a duty to release the excess on the request of the client or any third party deleteriously affected by the contractor's excess security at the contractor's discretion.

2. The contractor is considered the maker within the meaning of §950 BGB in processing and/or handling any goods and/or services supplied by them that are their property and have title in same throughout said processing and/or handling. If any third party is involved in said processing and/or handling then the contractor's title is restricted to a share in the ownership equal to the invoice value of the goods in which they hold such title. Title so acquired is considered retained in such goods and/or services.

VI. Complaints/warranty

1. The client must check that contractual goods and/or services rendered comply with the contract promptly on receipt. This also applies to interim and preliminary such goods and/or services supplied for remedy. The risk in any error passes to the client on acceptance of product suitability for printing/manufacture unless said error arose, or could first be detected, during any subsequent production process. The same applies mutatis mutandis to all other releases issued by the client.

2. Obvious faults must be advised in writing within a week of receipt of the goods and/or services concerned. Concealed faults must be so advised within a week of detection. In all other cases guarantee/warranty claim/s are excluded.

3. The contractor may either remedy any fault justifiably complained of or supply replacement at their discretion. If the contractor does not render their contractual duty of remedy within a reasonable period of time or if same fails despite repeated attempts then the client may assert claim for reduced pricing or rescission of the contract.

4. Defect/s in parts of any contractual goods and/or services rendered do/does not entitle the client to complain of the whole unless the part shipment involved is of no use to the client.

5. Minor deviations from the original in the case of coloured reproductions in any manufacturing process do not justify complaint. The same applies mutatis mutandis to comparing other templates (e.g. digital proofs, initial prints) with the end product. Liability for defects that do not affect value or suitability for use, or have only minor such effect, is excluded.

6. The contractor is only liable for deviations in the characteristics of the material/s used up to the value of the order in question.

7. Additional goods and/or services (such as data carriers or data transmissions) rendered by the client or any third party on their behalf are not subject to any duty of examination by the contractor. This does not apply to data that obviously cannot be processed or is illegible. The client must make use of the latest computer anti-virus software before transmitting any data. The client is wholly and solely responsible for any backup/s required. The contractor is entitled to make a copy.

VII. Liability

1. The client may not assert any claim/s for damages or costs for any reason in law.

2. This exclusion of liability does not apply in the case of

– damage deliberately or grossly negligently caused,

– breach of any major contractual duty due to minor negligence (including on the part of vicarious agents or legal representatives of the contractor). They are only liable for damages that are contractually typical, direct and foreseeable normal damages given the type of product/s involved.

– They accept liability in all cases of damage to life or limb,

– of fraudulently concealed defects and guarantees of the characteristics of the contractual goods and/or services assumed

– and in the event of claim/as asserted under German product liability law.

VIII. Limitation of liability

The client's right to assert claim/s under the guarantee and for damages (clauses VI and VII) expires except for the right to claim damages under clause VII paragraph 2 one year from the date of delivery of the contractual goods and/or services in question.

IX. Commercial usage

In business transactions the commercial usages of the printing industry apply (e.g. no duty to hand over interim products such as data, lithos or printing plates made so that the end product to be contractually rendered can be so rendered) unless otherwise agreed.

X. Filing/storage

Products to which the client is entitled, especially data and data carriers, will only be stored by the contractor after the end product has been handed over to the client or their vicarious agent/s at the client's express request and subject to payment. If any aforementioned product is to be insured then this is a matter for the client if no prior arrangements has/have been made.

XI. Repetitive contractual goods and/or services

Notice of termination of contracts concerning regularly repetitive goods and/or services may be served with a minimum period of three months to the end of any month.

XII. Industrial property rights / copyright

The client is solely and wholly liable for any breach of the right/s of any third party due to the rendering of any order they make. The client must indemnify the contractor against all and any claim/s asserted by any third party against them for breach of any aforementioned right.

XIII. Place of performance and of jurisdiction, efficacy

1. Place of performance and of jurisdiction if the client is a merchant, legal person in public law or public separate estate or has/have no legal registered office in Germany is the location of the contractor's registered office. This agreement is made in German law and the UN Convention on the International Sale of Goods does not apply.

2. Should any provision herein be or become null and void for any reason whatsoever this shall not affect the validity of the rest.