

Conditions of Sale and Delivery

1. Validity of the conditions

The following terms and conditions apply for the duration of the business relationship, i.e. also for future orders. Counter-confirmations of the buyer with reference to his business or purchasing conditions are hereby contradicted. Deviations from the terms and conditions are only valid if the seller confirms them in writing.

2. Delivery

Delivery is "ex works" at the expense and risk of the buyer. We reserve the right to deliver and invoice additional quantities of up to 2.5 kilograms or 10% of the respective order quantity per item due to production technology.

Shipping and packaging costs shall be borne by the buyer, unless otherwise agreed; even if otherwise agreed, the risk shall remain with the buyer.

The promised delivery times shall be extended in the event of force majeure events affecting the Seller or its suppliers by the duration of such events plus a reasonable start-up time. Force majeure shall also be deemed to include interruptions of operations due to official interventions, energy supply and raw material difficulties, strikes, lockouts, accidents, unforeseeable production difficulties and other events that make delivery considerably more difficult. If an event of force majeure leads to an extension of the delivery time by more than thirty days, both contracting parties may withdraw from the contract.

If the seller is in default with deliveries for reasons for which he is responsible, the buyer is entitled to withdraw from the contract after the fruitless expiry of an appropriate grace period. The buyer shall only be entitled to claims for damages due to delay under the conditions and in accordance with the provisions of article 4 of these contractual terms and conditions. If the buyer is in default of acceptance or violates other obligations to cooperate, the seller is entitled to demand compensation for the damage incurred and any additional expenses.

3. Warranty

The buyer is obliged to check the goods immediately after receipt for defects, in particular for conformity with the order data. Before the start of the print run, the buyer must also satisfy himself sufficiently that the goods are suitable for the intended use. The Buyer shall notify the Seller in writing of any defects discovered within ten days of receipt of the goods at the latest; defects which cannot be discovered within this period even after careful inspection shall be notified to the Seller in writing without delay, but at the latest within a preclusive period of six months from delivery.

If the notice of defects is justified, the seller undertakes to refund or replace the goods at his discretion. In the event of failure of the replacement delivery, the buyer is entitled to withdraw from the purchase contract or to reduce the purchase price. Further warranty claims shall only be considered under the conditions and in accordance with article 4 of these contractual conditions. This does not apply if the buyer asserts claims for damages due to the absence of a warranted characteristic.

4. Limitation of Liability

Any claims for damages by the buyer against the seller and/or against his vicarious agents or assistants are excluded, regardless of the legal basis, unless they are based on intent or gross negligence. This shall not apply if the Seller culpably violates a material contractual obligation (cardinal obligation). In any case, however, liability is limited to the damage typical for the concrete breach of duty, foreseeable for the Seller and appropriate to the circumstances, in particular with regard to the value of the delivery item. The above limitations shall not apply to claims for damages due to the absence of warranted characteristics and under German Product Liability Law.

5. Prices, Payment, Rights of the Buyer

Unless otherwise agreed, the prices in binding offers or order confirmations are always net prices (without statutory value added tax, which is added to the prices). Invoices are payable thirty days after date of invoice without deduction. Bills of exchange and postdated cheques will only be accepted on the basis of a special agreement and then only on account of performance and by charging all relevant costs incurred. If the buyer is in default, interest on arrears can be charged at a rate of five percentage points above the base rate in accordance with § 1 of the Discount Rate Transition Act of 9.6.1998. The assertion further damages remains unaffected (§ 288 German Civil Code).

The buyer is only entitled to offset or refuse performance due to counterclaims if these counterclaims are undisputed or have been legally established. Furthermore, a right of retention can only be exercised if the counterclaims are based on the same contractual relationship.

6. Retention of Title

All goods delivered to the buyer remain the property of the seller until all claims of the seller arising from the business relationship have been met in full. In the case of a current account, the retained title shall be deemed to be security for the balance claim. If bills of exchange or cheques are given in payment, only their redemption shall be deemed to be fulfilment. If the Buyer settles the Seller's claims arising from the delivery of goods by refinancing them using the bill of exchange/cheque procedure, the retention of title to the delivered goods shall remain in force until the Buyer has paid the bills of exchange issued by the Seller for this purpose and the Seller's liability under the bill of exchange has thus expired. Processing of the delivered goods is carried out for the seller as manufacturer without any liability arising for him. The expectant right of the buyer continues in the transformed object. If the goods are inseparably mixed with other goods which are not the property of the seller or are combined to form a new object, the buyer shall transfer to the seller the co-ownership of the new object in the ratio of the value of the goods subject to retention of title to the other processed or mixed goods in order to secure the seller's claims, with the proviso that the buyer keeps the co-ownership for the seller. This also applies if items belonging to the buyer are to be regarded as the main items. The buyer is entitled to sell the goods in the (co-)ownership of the seller in the ordinary course of business. The Buyer hereby assigns to the Seller, as security for the Seller's claims, the claims arising from the resale in the amount of the proportionate value of the reserved goods or the co-ownership of the object of the purchase contract with the third party. The buyer is entitled to collect the claims. The authorization to resell according to article. 1 does not exist if the buyer's customer has effectively excluded the assignment of the claim against him.

The Buyer's right to dispose of the goods subject to retention of title and to collect the assigned claims shall lapse if the Buyer violates his contractual obligations, in particular in the event of default in payment; furthermore, if he suffers a deterioration of assets. Under these conditions, the Seller may exercise his right to collect the assigned claims and demand that the Buyer provide all information necessary for collection, surrender the corresponding documents and notify the debtors of the assignment. The Seller shall then also be entitled to demand the immediate surrender of the goods subject to retention of title and to realize the goods without granting a grace period or declaring rescission of the contract; the proceeds of such realization shall be set off against the Buyer's liabilities after deduction of the costs incurred. If the Seller's securities, measured according to the current market value of the reserved goods and the nominal amount of the assigned claims, exceed the claims to be secured by 50%, the Seller shall release securities exceeding this amount at his discretion.

The Buyer shall treat the goods in the (co-)ownership of the Seller with care and insure them at his own expense against fire, water and theft in the amount of the replacement value. The Buyer shall notify the Seller immediately of any events that may affect the Seller's ownership of the goods or the rights to the claims assigned to him (e.g. attachments, bankruptcy applications). All resulting intervention costs shall be borne by the Buyer.

7. Applicable Law, Place of Performance and Venue, final Clauses

This contract is subject to German law with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

The place of performance for all obligations of the parties under this contract is Berlin.

Exclusive jurisdiction for all disputes arising from this contractual relationship is agreed to be Berlin. However, the Seller shall also be entitled to sue the Buyer at the Buyer's place of business.

Should a provision be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected. Ineffective or unenforceable provisions shall be replaced by a provision which achieves the purpose of the ineffective or unenforceable provisions as far as possible.