

I. Field of application/formation of contract

These General Terms and Conditions of Business, Delivery and Payment (GTC) apply to all business relationships with entrepreneurs (§ 14 German Civil Code), corporate bodies under public law or public separate estate. Corresponding orders are conducted exclusively on the basis of the conditions below; other conditions shall not become subject matter of contract, even if we do not expressly object thereto. Individual contractual agreements take precedence over these GTC. These General Terms and Conditions also apply to further orders without having to make reference to them again.

II. Prices, conclusion of a contract

1. The prices stated in the contractor's offer apply under the reserve that the order data taken as a basis for the submission of the offer remains unchanged, however, not longer than four months after receipt of the offer by the principal. The contractor's prices do not include VAT. The contractor's prices are ex-works. They do not include packaging, freight, postage, insurance and other shipping costs.
2. Subsequent changes of the contractual performances upon the principal's instigation including the machine standstill caused by this shall be charged to the principal. Repetitions of print proofs that are requested by the principal because of minor, however, not objectionable variance from the template are also considered subsequent changes.
3. If sketches, drafts, sample typesetting, test prints, proofs, change of delivered/transferred data and similar preparatory work that is not subject matter of the order are induced by the principal, they shall be charged separately.
4. In case of orders with delivery to third parties, the ordering party shall be regarded as the principal if no other explicit agreements have been made.
5. If no fixed-price agreements have been made, adequate price changes due to changing labour, material and distribution costs for deliveries that take place 3 months or more after conclusion of the contract shall remain reserved.
6. Costs that arise for the contractor because of the preparation of the offer, such as costs for the development, technical performances, samples and corrections, must be borne by the principal if no order is placed.

III. Payment

1. Payments shall be made without any deductions. Any cash discount agreement does not refer to freight, postage, insurance or other shipping costs. The maturity conforms to statutory regulations.
2. In case of extraordinary advance performances (e.g. storage because of default in acceptance), a reasonable advance payment can be requested.
3. The principal can only settle with claims that are uncontested, ready for decision or determined without further legal recourse, or exercise a right of retention. This does not apply to any claims that are targeted at cost for completion or elimination of defects by the principal.
4. If it becomes obvious after the conclusion of the contract that the fulfilment of the payment claim is jeopardised due to the lacking performance capability of the principal, the contractor can refuse the performance. The right to refuse performance lapses if the return service has been effected or security has been provided for it. § 321 II German Civil Code remains unaffected.
5. If the principal fails to pay the price including the costs pursuant to subparagraph II ("Prices, conclusion of contract") within 14 days after delivery of the goods, they are in default even without a reminder. In case of default, default interest amounting to 9 percentage points above the base rate shall become due. The raising of further claims is not ruled out by this. In case of default, the contractor can demand a payment of a lump sum of 40 euros. The lump sum is to be counted towards owed damages, to the extent that the damage is founded in costs for asserting legal rights.

IV. Delivery

1. Terms of delivery are individually agreed upon the conclusion of the contract at the latest. If this is not the case, statutory regulations shall apply in this respect.
2. The contractor is only entitled to partial deliveries if this is appropriate under consideration of the duty of utmost good faith pursuant to § 242 German Civil Code. This can, in particular, be the case if
 - partial deliveries are usable for the principal for the purposes of the contractual intended use and
 - the delivery of the remaining ordered goods remains ensured.The rights/claims the principal is entitled to because of a breach of duty - if and when the contractor is responsible for it - shall remain unaffected.
3. Delivery dates are only valid if they are expressly confirmed by the contractor. If the contract is concluded in writing, the confirmation of the delivery date also requires the written form. The delivery dates are only decisive if the principal has transferred all documents, permits, and approvals necessary for the execution of the order as well as agreed payments in due time.
4. The delivery period shall commence with the receipt of the order confirmation by the principal at the earliest. It is considered to be met, if the delivery item has left the ramp in the manufacturing plant within the period or the readiness for shipment was announced. The days for the period of delivery are working days.
5. If the goods are to be shipped, the risk of the accidental destruction and the accidental deterioration of the goods is transferred to the principal as soon as the consignment has been handed over to the person conducting transport.
6. If the contractor delays the performance, the principal can only rescind under the prerequisites of § 323 German Civil Code if the contractor is responsible for the delay. Subsection 5 remains unaffected. A change of the onus is not associated with this provision.
7. Temporary operational disruptions that are not within the responsibility of the contractor - both at the contractor's place of business and at the supplier's place of business - especially strikes, lock-outs as well as cases of force majeure only entitle the principal to rescind from the contract if further abiding by the contract is objectively unreasonable. Otherwise the term of delivery shall be extended by the duration of the disturbance causing the delay. Liability of the contractor is ruled out in these cases.
8. The contractor is entitled to a right of retention pursuant to § 369 German Commercial Code regarding print and stamp templates, scripts, raw materials and other objects until all debts due arising from the business relation have been settled in full.
9. With orders for which a predetermined total order quantity is to be delivered in separate instalments called and paid for by the principal (call order), the principal - unless otherwise agreed - is obligated to accept the entire order quantity underlying the call order within 12 months after conclusion of the contract. The principal's call obligation constitutes a main obligation. If the acceptance of the total order quantity has not taken place within the acceptance period, the contractor is entitled to, at their option, either
 - deliver the remaining quantity and to request the due share of the purchase price,
 - store the remaining quantity at the principal's expense or
 - fix an appropriate deadline for the principal for acceptance of the remaining quantity and to withdraw from the contract pursuant to § 323 German Civil Code after unsuccessful expiration of the deadline.Further rights of the contractor, such as the right to damages, shall remain unaffected.
10. In case of default of acceptance, the principal bears - in addition to other losses - the storage costs incurred by the contractor. They shall amount to 2.50 euro per pallet of the unaccepted goods per week of delay. The principal shall reserve the right to prove lower storage costs and the contractor shall release the right to prove higher storage costs.
11. In the event of an intra-Community delivery, the principal is obliged at the agent's request to confirm the arrival of their goods in the other EU Member State. The principal hereby declares by way of an Entry Certificate that the goods actually arrived in the other EU Member State and that the tax-free invoice is justified.

V. Retention of title

1. The delivered goods shall remain the contractor's property until all outstanding amounts the contractor is owed at the time of the invoice are paid in full by the principal. The goods shall not be pledged nor assigned as a collateral security to third parties before they are paid in full. The principal shall inform the contractor immediately in writing if and when access of third parties to the goods belonging to the contractor will take place.
2. The principal is only authorised to resell the goods in the proper course of business. The principal herewith assigns their amounts receivable from the resale to the contractor. The contractor herewith accepts the assignment.
3. If the realisable value of the securities exceeds the amounts the contractor is due by more than 20 %, the contractor - upon request of the principal - will clear securities at their choice.
4. In case of processing or reforming of the goods delivered by and in the ownership of the contractor, the contractor is to be considered as manufacturer pursuant to § 950 German

Civil Code and retains ownership of the produce at any time of the processing. If third parties are involved in the processing or reforming, the contractor is limited to a co-ownership share amounting to the invoice value (final invoice amount incl. VAT) of the goods subject to retention of title. The possession acquired this way is regarded as reserved property.

5. Tools and other means of production manufactured by the contractor or on his behalf shall remain the property of the contractor even if the production costs have been partially invoiced and paid by the customer. Subsequent costs, such as use-related wear and tear repairs, shall be borne by the customer. Due invoices for these items are payable without deduction. The contractor is not obliged to hand over these objects to the client. Tools shall be stored for two years after delivery of the last production run without assumption of liability by the contractor. After expiry of this period, tools will be disposed of without further notification of the customer. This does not apply to tools for which an express agreement has been made for further storage. The costs for the extended storage shall be borne by the customer.

VI. Complaints/Guarantees

1. The principal shall promptly check the contractual conformity of the goods as well as any semi-finished and intermediate goods that have been delivered for correction. The risk of potential errors is transferred to the principal upon the production release declaration/ready for print declaration/ready for manufacturing declaration unless it concerns errors that arose in the manufacturing process following the production release declaration/ready for print declaration/ready for manufacturing declaration or could only be detected then. The same applies to any other release declarations by the principal.
2. Obvious defects shall be reported in writing within a period of one week from receipt of the goods, latent defects within a period of one week from discovery; otherwise the raising of the warranty claim is ruled out.
3. In case of justified complaints, the contractor is, initially at their discretion, obligated and entitled to subsequent improvement and/or substitute delivery. If the contractor does not fulfil this obligation within a reasonable period or the supplementary performance fails, the principal can request the decrease of the remuneration (allowance) or the rescission of the contract (withdrawal).
4. Defects in a part of the delivered goods do not justify an objection of the entire consignment, unless the partial delivery is of no interest for the principal.
5. With coloured reproductions in all production methods, normal colour deviations from the original cannot be complained about. The same applies to the comparison between other masters (e.g. digital proofs, hard proofs) and the final product.
6. Supplies (also storage media, transferred data) by the principal or a third party engaged by the principal are not subject to control obligation on the part of the contractor. This does not apply to the technical suitability of supplies for the proper fulfilment of the order, insofar as the insufficient suitability can be recognised by a carefully acting contractor. In case of data transfers, the principal shall employ the latest technical version of the corresponding anti-virus software.
7. Over or short delivery of up to 10 % of the ordered batch cannot be objected to. The delivered quantity is invoiced. With deliveries consisting of customized paper orders of less than 1,000 kg, the percentage increases to 20 %, of less than 2,000 kg to 15 %.

VII. Nature of the goods

1. A certain nature of the goods delivered by the contractor is only due if the contractor expressly confirms certain quality features in writing. If the contract does not contain differing agreements, the suitability of the packaging material for direct contact with foodstuff is not due. The contractor therefore does not assume liability for impairment of the goods or packaged products caused by direct contact without explicit written agreement.
2. The principal knows that sensory and exterior impairment may occur upon the processing of the goods after extended storage times. This includes, for example, breakage along groove edges and colour changes as well as technical impairments such as worsened running properties, gluability, colour deposits and flatness. If the principal induces an exceedance of the originally agreed call or delivery times by more than 6 months, they accept such signs of ageing as the contractual condition of the goods.

VIII. Liability

1. The contractor is liable
 - for the culpable damage of life, body or health and
 - for other damage caused deliberately or negligently, even if the breach of duty is based on culpable conduct of a legal representative or an agent.
2. Moreover, the contractor is also liable in case of ordinary negligent violations of fundamental contractual obligations, even if caused by their legal representatives or agents. Fundamental contractual obligations are such obligations that make the proper execution of the contract possible, the violation of which jeopardizes the achievement of the purpose of the contract and on the compliance with which the principal may rely on. The liability of the contractor pursuant to the first sentence in cases of ordinary negligence is limited to the foreseeable damage typical for the contract.
3. The contractor is ultimately liable
 - in case of fraudulently concealed defects and assumed guarantees for the nature of the goods as well as
 - in case of claims arising from the product liability act.
4. Apart from that, liability of the contractor is ruled out.

IX. Statute of limitations

The principal's claims for defects expire by limitation - with the exception of the claims for damages stated in subparagraph VIII. 1. and such arising from the product liability act - within one year, commencing with the delivery of the goods. This does not apply if the contractor has fraudulently concealed the defect or to the extent that he assumed a guarantee for the nature of the object.

X. Commercial practice

In commercial dealings, the commercial practice of the printing industry applies (e.g. no obligation to surrender intermediate goods such as data, lithographs or printing plates that are created for the manufacture of the due final product) if no differing order was placed.

XI. Archiving

The products, materials and data that are due to the principal are only archived by the contractor beyond the time of the handing over of the final product to the principal or their agents after explicit agreement and in return for remuneration. The principal has to obtain any insurance themselves if a relevant agreement is missing.

XII. Periodic work

Contracts on periodic work can be terminated at 3 months' notice.

XIII. Third-party rights

The principal assures that no third-party rights, for example, copyrights, trademark rights or personal rights are violated by their order specifications, especially by templates provided. In this respect, the principal keeps the contractor completely indemnified from and against all third-party claims including the costs for legal defence and/or prosecution, unless the principal proves that they are not liable for the fault and that they performed all incumbent due diligence and audit obligations.

XIV. Place of performance, place of jurisdiction, effectiveness

The place of performance and place of jurisdiction for all disputes arising from the contractual relationship is - if the principal is a trader, corporate body under public law or public separate estate or has no general place of jurisdiction in the country - the registered office of the contractor. German law is applicable to this contractual relationship. The United Nations Convention on Contracts for the International Sale of Goods is excluded.