

General Terms of Sale

I General – Scope

1. Our terms of sale shall apply exclusively; we will not accept terms contrary to or terms of the customer that deviate from ours, unless we have expressly consented to them in writing. Our terms of sale shall also apply, if we carry out delivery to the customer without reservation, having knowledge of terms of the customer that are contrary or which deviate from our terms of sale.
2. All agreements that are made for the purpose of executing this agreement between us and the customer are set forth in writing in this contract.
3. Our terms of sale shall only apply in respect to companies in terms of § 310 para. 1 BGB (German Civil Code).

II Offer – Offer Documents

1. If the order is to be qualified as an offer in accordance with § 145 BGB, then we can make acceptance of the offer within 2 weeks.
2. We reserved the ownership and copyrights to images, drawings, calculations and other documents. This also applies for those written documents designated as "confidential". The customer must obtain our express written consent before disseminating them to third parties.

III Prices – Terms of Payment

1. To the extent not otherwise stated in the order confirmation, our prices shall apply "ex factory", excluding packaging; this will be invoiced separately.
2. The statutory VAT is not included in our prices; it will be accounted separately in the invoice in the statutory amount on the day of invoicing.
3. The deduction of discounts requires a separate written agreement.
4. To the extent not otherwise stated in the order confirmation, the purchase price due for payment net (without deduction) within 30 days after the date of invoice. The statutory provisions regarding the consequences of default in payment shall apply.
5. Rights to offset are only available to the customer, if his counterclaims have been legally determined, are uncontested or are recognized by us. Furthermore, he is only authorized to exercise a right to withhold to the extent that his counterclaim is based on the same contractual relationship.

IV Delivery Period

1. The commencement of the delivery period indicated by us requires the prior clarification of all technical issues.
2. Compliance with our duty of delivery also requires the timely and proper fulfillment of the obligations of the customer. The defense of an unfulfilled contract remains reserved.
3. If the customer defaults in acceptance or culpably breaches other duties of cooperation, we are then entitled to demand compensation for damages accruing to us in this respect, including any additional expenditures.
4. To the extent that the prerequisites from para. 3 are present, the risk of an accidental loss or an accidental impairment of the object of purchase transfers to the customer at that point in time, in which he has fallen into acceptance or debtor's default.
5. We are liable under the statutory provisions, to the extent that the base contract is a firm deal in terms of § 286 para. 2 No. 4 BGB or § 376 HGB (German Commercial Code). We are also liable under the statutory provisions, to the extent that the customer is entitled to assert that his interests in the continued fulfillment of the contract has fallen into discontinuance as a result of a delay in delivery that we are responsible for.
6. We shall also be liable under the statutory provisions, to the extent that the delay in delivery is due to an intentional or grossly negligent breach of contract that we are responsible for; the fault of our agent or servant is to be imputed to us. To the extent that the delay in delivery is not due to an intentional breach of contract that we are responsible for, our liability for compensatory damages is limited to damages that are foreseeable and occurring in a typical manner.
7. We are also liable under the statutory provisions, to the extent that the delay in delivery for which we are responsible is due to a culpable breach of a material contract obligation; in this case however, the liability for compensatory damages is limited to damages that are foreseeable and occurring in a typical manner.
8. For the rest, we are liable in the event of a delay in delivery for each completed week of delay within the framework of default damages expressed in a lump sum in the amount of 3% of the delivery value, however no more than 15% of the delivery value.
9. Additional legal claims and rights of the customer remain reserved.

V Transfer of the Risk – Packaging Costs

1. To the extent not otherwise stated in the order confirmation, delivery is stipulated to be "ex factory".
2. Separate agreements shall apply for the return of packages.
3. To the extent that the customer so desires, we will cover the delivery with transportation insurance; the customer shall bear the costs incurred in this respect.

VI Liability for Defects

1. Defect claims of the customer presuppose that the customer has properly fulfilled his investigatory and complaint obligations owed under § 377 HGB.
2. The risk of any error transfers to the customer with the ready for print certificates/completion certificates, to the extent that errors are not involved, which first occurred or could be perceived in the finishing process subsequent to the ready for print certificate/completion certificate. The same applies for all other release certificates of the customer.
3. Minor deviations from the original can not be objected to in color reproductions in all manufacturing processes. The same applies for the comparison between press proofs and production prints.
4. Over- or short deliveries of up to 10% of the ordered print run can not be complained of. The delivered quantity will be invoiced. For deliveries consisting of custom paper productions under 1,000 kg, the percentage rate shall increase to 20%, under 2,000 kg to 15%.
5. To the extent that there is a defect in the object of purchase, we are entitled, at our option, to supplementary performance in the form of a rectification of defects or to delivery of a new, defect-free item. In the event of the rectification of defects, we are obligated to bear all expenditures necessary for the purpose of the rectification of defects, in particular the transport, toll, labor and material costs, to the extent that these costs are not increased by bringing the object of purchase to a place other than that of the place of fulfillment.

6. If the supplementary performance fails, the customer is entitled, at his option, to demand withdrawal or reduction.
7. We shall be liable under the statutory provisions to the extent that the customer asserts compensatory damages claims, which are based on intent or gross negligence, including the intent or gross negligence of our agents or servants. To the extent that we are not accused of any intentional breach of contract, liability for damages is limited to those foreseeable damages typically occurring. Compensatory damage claims due to impossibility or default are limited to the amount of the order value.
8. We shall be liable under the statutory provisions, to the extent that we culpably breach a material contract obligation; in this case however, the liability for damages is limited to those foreseeable damages typically occurring.
9. Liability due to culpable injury of life, limb or health shall remain unaffected; this also applies for mandatory liability under product liability law.
10. To the extent not otherwise provided in the above, liability is barred.
11. The statute of limitations for defect claims equals 12 months, calculated from the transfer of the risk.
12. The statute of limitations in the event of a delivery claim to damages under §§ 478, 479 BGB shall remain unaffected; it equals five years, calculated from the delivery of the faulty item.

VII Joint and Several Liability

1. More-inclusive liability for damages than provided for in § 6 is – without consideration of the legal nature of the asserted claim – excluded. This especially applies for compensatory damage claims from fault at the conclusion of the contract, due to other breaches of duty or due to tort claims to reimbursement of property damage in accordance with § 823 BGB.
2. The limitation under para. (1) shall also apply, to the extent that the customer demands the reimbursement of futile expenditures instead of a claim to the reimbursement of the damages, in place of performance.
3. To the extent that the liability for damages is excluded or limited in respect to us, this also applies in respect to the personal liability for damages of our salaried employees, laborers, employees, agents and servants.

VIII Protection of the reservation of title

1. We reserve the title of the purchased object until receipt of all payments under the delivery contract. If the customer's behavior is not in agreement with the contract, in particular in case of payment delay, we are entitled to revoke the purchased object. The revocation of the purchased object by us represents the cancellation of the contract. Upon revocation of the purchased object, we are entitled to make use of it; the proceeds of the use will be deducted from the customer's obligation, less reasonable expenses.
2. The customer is obligated to handle the purchased object with care; in particular, he is obligated to provide sufficient insurance coverage (replacement value) at his own expenses for fire and water damage as well as theft. To the extent maintenance and inspection work is required, the customer is responsible to have them performed in due time at his own expenses.
3. The customer shall notify us immediately in writing of any pledges or other third-party interventions to allow us to file a suit pursuant to § 771 ZPO (Code of civil procedure). To the extent the third party is unable to reimburse the legal and extrajudicial costs of a suit pursuant to § 771 ZPO, the customer will be liable for the incurred loss.
4. The customer is entitled to resell the purchased object in ordinary business transactions; however, he is assigning any receivables in the amount of the final invoice amount (including sales tax) of our receivables incurred based on the resale to his buyers or third parties, irrespective of whether the purchased object is resold without processing or after having been processed. The customer will remain entitled to collect these receivables even after they have been assigned. The customer shall remain entitled to collect this receivable even after the assignment. Our entitlement to collect the receivables by ourselves remains unaffected hereof. However, we agree not to collect the receivables as long as the customer complies with his payment obligations from collected proceeds, is not in arrears with the payments and in particular no application for the institution of composition and insolvency proceedings has been filed or default of payment is present. However, if this is the case, we are entitled to request the customer to inform us of the assigned receivables and the respective debtors, to provide us with all the information required to collect the money, to surrender the appropriate documents and to notify the debtors (third parties) of the assignment.
5. Any processing or redesign of the purchased object by the customer is always done for us. If the purchased object is processed with other objects not belonging to us, we acquire the joint ownership of the new object at a ratio of the value of the purchased object (final invoice amount including VAT) to the other processed objects at the time of processing. Incidentally, the same applies to the object created with the processing as to the purchased object delivered with reservation.
6. If the purchased object is inseparably combined with other objects not belonging to us, we acquire the joint ownership of the new object at a ratio of the value of the purchased object (final invoice amount including VAT) to the other combined objects at the time of combination. If the combination occurs in such a manner that the object of the customer is perceived as the principal item, it shall then be deemed to be stipulated that the customer shall convey a proportional joint ownership to us. The customer shall preserve the sole ownership or joint ownership thus developing for us.
7. Upon the customer's request, we agree to release the securities which we are entitled to insofar as the realizable value of our securities exceeds the receivables to be secured by more than 10 %; we are responsible for the selection of securities to be released.

IX Copyright Clause

1. The customer shall be solely liable inter partes, if rights – in particular the copyrights of third parties, are infringed upon in the execution of his order. The customer shall indemnify use from all claims of third parties due to such an infringement of rights.

X Venue – Place of Performance

1. If the customer is a merchant, the legal venue is our place of business; however, we are also entitled to sue the customer at the court of his domicile.
2. The law of the Federal Republic of Germany shall apply; the application of the UN Convention on the international sale of goods shall be excluded.
3. To the extent not otherwise specified in the order confirmation, our place of business shall be the place of performance.