

General terms and conditions of delivery

§ 1 General information

The following definitions apply in terms of these General terms and conditions of delivery:

"Terms and Conditions", "TCB" = these general terms and conditions of delivery
"We", "Us", "Our", "Ours" = the user of the TCB
"Purchaser" = any entrepreneur in terms of §§ 14, 310 BGB [German Civil Code], to whom we provide deliveries and/or services, independent of their legal classification.

1. All tenders, deliveries and services are made exclusively on the basis of these General terms and conditions. They are an inseparable integral part of all contracts, which are concluded between us and the purchaser on deliveries and services. Our delivery conditions apply only for enterprises in terms of § 310 par. 1 BGB.
2. The General terms and conditions of the person placing the order are not applicable without expressive contradiction by us, unless we had agreed in writing to its validity.

§ 2 Offer and conclusion of the contract

1. All offers are subject to change and non-binding. Offers from the purchaser require for their validity the confirmation in text form. Additions and secondary agreements have to be confirmed in text form to be valid.
2. Details on the object of the delivery or service as well as illustrations of the same are not assured characteristics or guarantees, but only descriptions. We do not accept any responsibility for the disadvantaged consequences which arise from the absence of properties.
3. Customary deviations in size, colour, quantity or other designs do not form a reason for objections, as far as they do not impair the specified purpose significantly.

§ 3 Prices

1. The prices plus the statutory VAT at the prevailing rate mentioned in our order confirmation are relevant. Additional deliveries and services will be invoiced separately.
2. Unless stated otherwise in the order confirmation our prices are valid "ex-factory" without freight and packaging, these will be invoiced separately. The deduction of cash discount requires a special agreement in text form.

§ 4 Deadlines, dates, scope of delivery, cancellation

1. Delivery deadlines are set in motion with the receipt of the order confirmation. In the case of agreed advance payments the delivery date is set in motion only with the receipt of the complete advance payment. The commencement of the delivery deadline presumes the clarification of all technical questions and the prompt and proper fulfillment of the obligation of the person giving the order within the framework of his cooperation. We reserve the right of objection to non-fulfilled contracts.
2. We are not responsible for delays in deliveries on the basis of force majeure, labour disputes and unforeseen events, which lie beyond our control and make the delivery significantly difficult and impossible for us even with delivery schedules and dates agreed bindingly by us. It entitles us to delay the delivery or service for the duration of the hindrance plus an appropriate warm-up period or to withdraw from the part of the contract not yet fulfilled, if the impediment is not of a temporary duration. The same applies, if we have not received delivery of our supplies promptly, correctly or at all. We will inform the purchaser immediately of the non-availability and initiate compensatory measures immediately, if we withdraw. If it cannot be reasonably expected from the purchaser to accept the delivery or the service as a result of the delay caused by us, the latter is entitled to withdraw from the contract by an immediate written declaration. The purchaser is in this case not entitled at all to assert claims or claims of loss of profit from us.
3. Partial deliveries are permissible, if reasonable, within the delivery schedules indicated by us. Here each partial service is considered an independent transaction and can thus be calculated separately. Orders on call are to be accepted by the purchaser within the agreed time, at the latest after 12 months from the date of delivery. Delivery of the orders on call can be delivered completely and payment for it requested if the period of the deadline is exceeded and the grace period set by us lapses. Other rights on our part remain unaffected. Over and under deliveries of 10%, in the case of small quantities of up to 10,000 units of 20% are permissible.
4. The delivery deadlines and dates are extended by the period in which the purchaser does not comply in time with his contractual obligations towards us.
5. The risk is passed on to the purchaser at the latest with the handing over of the object of delivery to the shipping agent, freight carrier or persons or company selected to carry out the transport; for "ex-factory" deliveries the risk is transferred to the purchaser already at the time of making the delivery available on the agreed date. If the purchaser delays in accepting the order or if he culpably violates other obligations of cooperation, then we are entitled to demand compensation for damages that we have incurred till now, including any additional costs. Further claims for delays are reserved.
6. The dispatch will be insured against transport damages only at a written request and at the cost of the purchaser.
7. The purchaser is entitled to withdraw from the contract on account of non-compliance with a delivery deadline only if a period of grace granted to us to carry out the service has lapsed. The period of grace requires in every case a written form.

§ 5 Warranty / Liability

1. The delivery object is to be examined carefully for defects, completeness and conformity with the contractual properties immediately on handing over or on delivery by the purchaser or by a third person authorized by him and in case of deviation to register a notification of defects. The delivery or the service is considered as approved, if a notice of defects is not received by us immediately, in text form at the latest after 5 working days after delivery of the delivery object and/or termination of the service. If the defect was not recognizable during the examination, then the obligation to notify defects applies from the discovery of the defect.
2. The defective objects of delivery are to be kept ready from the time of the establishment of the defect till the inspection by us and to be sent to us on demand. In the case of a justified defect the purchaser has a claim for reimbursement of the costs for the most favourable manner of dispatch. The purchaser has to maintain the corresponding proof.
3. We provide a warranty for defects in the delivery object according to our choice by rectification or replacement.
4. If the subsequent performance claim is bound with disproportionately higher costs for us and we are unreasonably burdened on account of it, we can refuse the subsequent performance claim. In case of the refusal for subsequent performance or delay in the selection of the right of warranty or in case of the failure of subsequent performance the purchaser can at his discretion request withdrawal from the contract or reduction. The assertion of the respective right has to be made in writing.
5. We do not assume any warranty and liability that the goods ordered by the purchaser are suitable for a specific purpose and that they can be used and processed under the conditions indicated by the purchaser or his client. On the contrary it is exclusively left to the purchaser to verify this before the use and processing at its own risk and at his own costs. Only the product description is agreed as the properties of the delivery object. Public statements, promotions or advertising do not provide any details of the properties of the delivery object according to the contract.
6. A warranty for natural wear and tear is also excluded, as also for defects, which arise from improper handling, faulty operation or on the basis of the wrong storage by the purchaser.
7. We are liable according to the statutory provisions, if the purchaser asserts his claim for damages, which are based on intention or gross negligence, including the intention or gross negligence of our representatives or vicarious agents. As far as we cannot be accused of intentional violation of the contract, the liability for damages is restricted to the foreseeable damages that typically occur.
8. We are liable according to the statutory provisions, if we should culpably violate a significant contractual obligation; in this case however the liability for damages is restricted to the foreseeable damages that typically occur.
9. The liability for culpable injury to life, body or health remain unaffected; this applies also for the statutory liability under the German Product Liability Law.

10. Liability is ruled out, unless otherwise stipulated.
11. The period of warranty is one year and commences with the delivery of the delivery object and/or the acceptance of the service to/by the purchaser or to/by an authorized third party. The statute of limitations in case of a delivery recourse in accordance with §§ 478, 479 BGB [German Civil Code] remains unaffected; it is 5 years calculated from the delivery of the defective object. If the liability for damages is ruled out or restricted against us, then this applies in view of the personal liability for damages of our blue-collar workers, white-collar workers, employees, representatives and vicarious agents.
12. Any further liability for damages than those of the afore-mentioned regulations is ruled out. This applies in particular for claims for damages from culpability at the time of concluding the contract, on account of breach of duty or on account of tort action for replacement of damage to property from § 823 BGB.

§ 6 Retention of title

1. We retain the right to ownership of the delivered goods, till the purchaser has settled the purchase price for the delivered goods and all other outstanding payment obligations from this business connection.
2. The purchaser is entitled to dispose of the goods in our possession in normal business transactions or to process them, as long as he fulfills his obligations from the business relations with us in due time.
3. The purchaser assigns now itself the purchase price demands existing against his customers from the resale of the reserved goods or other claims of remuneration including all ancillary rights and value-added tax to us. Processing and restructuring of the reserved goods are undertaken only for us, without liabilities arising for us. If the (joint) ownership lapses through connection, then it is agreed now itself that the (joint) ownership of the purchaser in the single object is transferred proportionate to its value to us to safeguard our claims from the business connection.
4. It is prohibited for the purchaser to hypothecate or transfer the goods, which are subject to the retention of title, by way of security.
5. In the case of access by third parties to the reserved goods, e.g. through hypothecation, the purchaser is obliged to point to the fact in writing that it is our property and to inform us about this immediately.
6. We are entitled to withdraw from the contract and to demand the return of the delivery object in case of the purchaser's conduct contrary to the contract, in particular through default of payment or violation of a duty according to Paragraph 5.
7. The purchaser is entitled until revoked to collect the receivables assigned to us. We may not make use of this right of revocation as long as the Purchaser complies with his payment obligations from the business connection properly and as long as no circumstances are known which would essentially restrict the creditworthiness of the purchaser. If the prerequisites are present for the use of the right to revocation, we can demand that the purchaser informs us immediately of the necessary details to collect the assigned receivables, hands over the associated documents and notifies the debtor in writing of the assignment. We can also undertake the notification of the assignment to the debtor.
8. If the realizable value of all existing securities is more than 20% of the secured demands on the whole, we are obliged when requested by the purchaser to release the securities at our discretion.
9. The objects prepared by us for the manufacture of the products order e.g. final artworks, printing data, films, plates, lithographs, printing plates, stamping and embossing tools etc., including software and electronic data files remain as our property and cannot be delivered, even if we have invoiced the purchaser wholly or proportionately for them. There is no obligation to hand out – even duplicates – as there is no mutual agreement on this.

§ 7 Payment conditions

1. The invoice amounts and the remuneration for ancillary services are to be paid by the purchaser within 10 days after receipt of the goods at the latest. The purchaser is in default of payment after the expiry of this deadline. Facts of default remain unaffected beyond this. Cheques and the drawing of a bill of exchange are valid only after encashment as payment.
2. If the purchaser defaults in payment, then he has to pay 9% interest over the prevailing basic rate on our receivables during the default. Here we reserve the right to prove and assert a higher default damage.
3. We are entitled and the purchaser correspondingly obliged to carry out and provide outstanding deliveries or services only against advance payment or security deposits, if after the conclusion of the contract circumstances become known, which significantly restrict the creditworthiness of the purchaser.
4. The withholding of payments or the set-off against counterclaims by the purchaser is permitted only if these counterclaims are undisputed or have been established in law.

§ 8 Miscellaneous

1. Material that is to be acquired or provided by the purchaser is to be delivered to us free of charge. The receipt will be confirmed by us without assumption of risk for the correctness of the quantity declared as delivered.
2. Sketches, drafts, sample prints and samples will be invoiced to the purchaser in any case, even if no order was given.
3. Should the manuscripts, originals, printing blocks, paper, stored printing material or other things given to us be insured against theft, fire, water or other risks, then the purchaser has to exclusively bear the costs.
4. Typesetting errors will be corrected free of cost; modifications however caused by illegibility of the manuscript or changes in deviation from the print template, in particular corrections by the purchaser and the authors will be calculated according to the time spent on it. For spelling Duden in its last edition is authoritative.
5. Galley proofs and proofs are to be examined by the purchaser and to be returned to us with the declaration that it is ready for printing. We are not liable for errors overlooked by the purchaser. Modifications and corrections given on the telephone have to be confirmed in writing for them to be valid. If there is no request for the galley proofs to be returned, then our liability is limited to typesetting errors and gross negligence. In modification after printing approval all expenses including the costs of the machine stoppage to the account of the purchaser.
6. The customer has to ensure that in the framework of our order no rights of third parties are violated during the implementation of the order as regards intellectual property law, patent laws, trademark law, utility patent law or copyright. We are not obliged to verify whether our customers are entitled to use intellectual property rights. In every case in which a claim within the framework of our contract-conform implementation of the order is asserted against us by a third party on account of the violation of intellectual property law, regardless of the kind, the customer indemnifies us from any existing claims of third parties. There is a statute of limitations of 10 years for this. If there is a claim against us by a third party for violations of this right, we are entitled to request from our customer, either to provide a right of usage for providing the service or at the cost of the customer to amend the goods in such a manner, that an infringement of the right does not exist or to exchange the delivery. If this is not possible for us under appropriate conditions, we have the right to withdraw from the contract. Further claims are reserved.

§ 9 Final clauses

1. Our registered office is also the place of performance, unless otherwise agreed in the contract.
2. In all the disputes arising from the contractual relationship if the purchaser is a businessman, a legal entity under public law or a special fund under public law, the legal action is to be filed at a court which is competent for our main registered office. We are also entitled to file a suit at the main registered office of the purchaser.
3. The law of the Federal Republic of Germany applies, with the exclusion of the UN Law of sales, which cannot be applied.

4. If individual provisions of these terms and conditions are or will become invalid wholly or partially, the validity of the other provisions are not affected. The invalid provision and/or the invalid part of a provision will be replaced by a legally valid regulation which is closest to the purpose of the invalid provision or the invalid part.