

Delivery and payment conditions

A. DELIVERY CONDITIONS

The following conditions apply exclusively to all offers, sales and other contracts. Any other terms and conditions on the part of the purchaser are hereby expressly rejected, they do not apply. By placing an order the purchaser accepts these terms and conditions.

In the case of the possible legal invalidity of individual provisions of these terms and conditions the validity of the remaining provisions remains unaffected. Verbal agreements are only valid if they have been confirmed by the vendor in writing.

1. Order acceptance

The vendor's offers are subject to change without notice. Contracts including all possible ancillary agreements only come about if the vendor accepts the purchaser's incoming order based on their offer or in any other way with a written order confirmation or by issuing an invoice. The purchaser is bound to the offer submitted by them for 14 days; the vendor can only accept the offer within the same deadline.

Even with concluded contracts the vendor reserves the right to correct prices without notice, which are necessary due to a change in actual costs.

If the vendor should become aware of the purchaser's less favourable financial circumstances this shall release the vendor from the contract.

2. Dispatch of goods

Deliveries by the vendor's HGV are carriage paid; in principle all others are carriage forward, providing nothing else has been agreed.

All dispatches which are not made by the vendor's HGV shall be transported at the cost and risk of the recipient. For protection against claims for damages any transport damage must be certified by the railway or forwarding agent upon handover.

3. Deviations

As usual the vendor reserves the right in the context of usual business to inevitable varying differences in texture, material, purity, colour and other properties.

These deviations do not give the purchaser the right to reduce the sales price, demand an exchange or an improvement or to withdraw from the contract. Claims for compensation on the grounds of these deviations are excluded.

The same applies to inevitable varying amounts, weight and dimension deviations in the context of usual business. It should be noted however that the vendor is not liable for slight deviations in material quality, material mixture, sizing, hardness, colour, surface, smoothness, purity and other similar calculation errors and selection defects. Moisture content up to 10% is considered to be normal.

4. Notification of defects and complaints

The vendor must be notified of complaints in writing. The supplied goods must be inspected on site immediately upon receipt. The delivery shall be considered to be approved if the vendor has not received written notice of defects within 10 days of receipt at the destination, unless it is a defect which cannot be seen on inspection. Complaints can only be filed for unprocessed and unopened goods. Cut, printed or other processed goods shall not be taken back under any circumstances. Waviness of cardboard shall not be considered a hidden defect and a complaint must be lodged in writing within the above mentioned deadline.

5. Guarantee

With substantiated complaints or defects the vendor initially undertakes to make improvements to these defects as far as is possible. If improvement is not possible or the vendor refuses the improvement the purchaser may either demand abatement, rescission or delivery of flawless goods by returning the supplied goods. Any other claims, in particular for compensation are excluded, unless these claims are supported by §§ 463, 480 Para. 2 or 635 of the German Civil Code.

6. Delivery

If the vendor is prevented from fulfilling their obligation due to unforeseeable exceptional circumstances, which occur despite reasonable diligence applied according to the circumstances of the case, regardless of whether they occur in the vendor's business or at primary suppliers or sub-suppliers, e.g. operational interruptions as a result of official action, delay in supply of important raw materials, the delivery deadline shall be extended accordingly, if the supply is not made impossible. If the supply is made impossible the vendor shall be released from their obligation to supply.

The same applies in the case of strikes and lock-outs.

If the delivery time is extended or release is applied as a result of the above mentioned facts, then the entire purchaser's replacement and rescission rights derived from this shall be cancelled.

If the aforementioned circumstances occur at the purchaser's end the same legal consequences shall apply to their acceptance obligation.

The vendor and purchaser can only invoke these rights if they inform the contractual partner without delay.

If the goods cannot be dispatched due to the aforementioned circumstances although they are ready for dispatch and the purchaser has been notified of readiness of dispatch then the goods shall be held in storage at the cost and risk of the purchaser. The due date of the invoice issued by the vendor remains unaffected.

7. Non-acceptance

If the purchaser delays acceptance of whole or part of the delivery the vendor can demand abatement or compensation of whole or part of the order due to non-fulfilment or withdraw from the whole or part of the contract. The purchaser is entitled to prove that the vendor has sustained insignificant loss.

If the delivery time is extended or release is applied as a result of the above mentioned facts, then the entire purchaser's replacement and rescission rights derived from this shall be cancelled.

8. Cutting costs

The following costs are calculated for cutting the paper.

B. PAYMENT CONDITIONS

1. Payment

The invoice shall be issued as soon as the goods are ready for dispatch. The following general payment conditions apply:

With payment

- a) within 14 days of the invoice date 2% discount
- b) within 30 days of the invoice date without discount.

Compensation shall not be admissible with other undisputed or legally effective claims. The purchaser shall only be entitled to a right of retention if it is based on counterclaims which result from the same contract.

If the purchaser stops payments, goes bankrupt or is heading for insolvency proceedings then all discounts, commission and other concessions granted by the purchaser shall be deemed to be no longer granted.

2. Exceeding payment deadline

If the payment deadline is exceeded despite warning the purchaser shall grant compensation for default to the amount of at least the costs for the bank loan at the time of supply. At least 4% above the respective minimum lending rate of the Landeszentralbank shall be charged as the costs for the bank loan, unless the purchaser can prove that the vendor has sustained insignificant loss caused by default.

If the purchaser exceeds the payment deadline despite previous warnings, then all debts from the business relationship, including principal and subsidiary debts and any other debts shall be immediately due for payment from a current account.

If the vendor becomes aware of the purchaser's less favourable financial circumstances then payments for supplies already made shall be due immediately. In this case the vendor can make future supplies dependent on advance payment of the sales price for these deliveries.

3. Acceptance of bills of exchange

The acceptance of bills of exchange (promissory notes and customer bills of exchange) shall require a special agreement and shall always be on account of payment. Bills of exchange do not count as cash payment and do not entitle you to cash discounts. Exchange shall be realised in the best interest of the purchaser's invoice. The purchaser shall meet the charges for discount. Bills and cheques shall only be credited after receipt of the net amount and at the same amount.

4. Prices

Prices are net plus the fixed statutory value added tax at the time of payment.

C. RESERVATION OF OWNERSHIP

1. The goods shall remain the property of the seller until the full payment of all claims, including ancillary claims. Ancillary claims also include costs which are as a result of the purchaser's default. With several debts or running accounts the reservation of ownership shall apply as security for the purchaser's current balance due without taking into account whether individual deliveries of goods have already been paid.
2. The purchaser is entitled to process the goods as part of the ordinary course of business management. In this case the vendor shall be considered to be the manufacturer according to § 950 of the German Civil Code, therefore acquiring ownership of the finished and semi-finished products. If the goods are processed or mixed with other products the purchaser shall transfer their rights to ownership and co-ownership of the products and goods resulting from such processing or mixing as security for the vendor's claims under simultaneous agreement that the purchaser shall hold them in custody for the vendor.
3. The purchaser may in the ordinary course of business resell the supplied goods and the goods and products resulting from processing and mixing. In the process they shall undertake to reserve the title of ownership towards any third parties.
4. The rights the purchaser is entitled to from the resale shall be immediately assigned to the vendor as security until all the vendor's repayment demands have been settled in full, without requiring a separate agreement. If the value of the securities given to the vendor exceeds their total claims by more than 20% then the vendor shall release the excess securities of its choosing upon the purchaser's request.
5. As long as for the account of the vendor the purchaser shall be entitled to collect the assigned claims as a trustee, if they fulfil their payment obligations to the vendor properly. The purchaser shall undertake to forward all incoming amounts to the vendor until all the vendor's repayment demands have been settled in full. The purchaser shall inform the vendor on demand of the buyers' addresses as well as the details and invoice amounts of all supplies admissible at any time. The vendor is entitled to notify third parties of the assignment at any time.
6. The purchaser is entitled at any time to pledge or transfer the goods remaining under reservation of ownership. He must issue notice of a pledge or any other threat to vendor's rights immediately by telegraph or telex. The costs of a court or out-of-court intervention shall be at the purchaser's expense. If the purchaser breaches their obligation to inform then all of the vendor's repayment demands from the business relationship shall be due immediately. The vendor is entitled and herewith authorised to regain possession of the goods remaining under reservation of ownership without recourse to legal action if the purchaser is in default of payment or if there is doubt about their creditworthiness or if they are guilty of a breach of contract. Cancellation shall not be considered to be withdrawal from contract. The purchaser is liable for the remaining loss claim according to the valuation of the seized goods.
7. The purchaser shall undertake to insure the goods supplied, the goods with which they are mixed and the products resulting from processing against fire and theft and to provide proof of insurance on request.

D. LEGAL VENUE AND PLACE OF PERFORMANCE

The place of performance for all obligations resulting from this contract is the vendor's place of business.

Kronach is the legal venue for all disputes, also about exchanges and cheques.