

General terms of business

1. Scope of application of the terms

- 1.1 Our products are manufactured individually and are intended for the commercial sector only.
- 1.2 Our offers, deliveries and services shall be effected exclusively on the basis of these Terms of Business. Counter- confirmations of the buyer with reference to his business or, respectively, purchasing conditions are hereby vetoed.
- 1.3 Deviations from these terms of business only become effective if confirmed by us in writing.

2. Offer and closure of contract

- 2.1 Our offers are subject to confirmation and non-binding. Declaration of acceptance and all orders require our written confirmation in order to have legal validity. The same applies for addendums, modifications or collateral agreements. It amounts to a written order confirmation if we carry out the delivery at short notice according to the terms of the offer.
- 2.2 Diagrams, illustrations, proofs, inks, films, measurements, production and handicraft tools, master stamps etc. for custom productions of all kinds, weights or other service data are only binding if this is expressly agreed in writing. Our weight indications are approximate indications. Slight over or under-filling by 10% is technically conditioned and permissible.
- 2.3 Our offers are quoted excluding packaging, excluding dispatch, tooling, form, film, blocks, and printing costs, unless it has been agreed otherwise in writing.
- 2.4 If the buyer's ability to pay or creditworthiness is no longer indicated or if doubts as to this arise or if the buyer breaches his contractual obligations not inconsiderably, then we shall be able to withdraw from the agreement wholly or in part, unless the buyer makes an appropriate advance payment.

3. Samples

- 3.1 We shall hold the copyright and intellectual property rights on all samples sent to the buyer. This shall also apply when the samples are paid for by the buyer.
- 3.2 In the event that the buyer, on the basis of our samples, has the order carried out by another manufacturer, the buyer shall undertake to reimburse to us the damage arising. We reserve the right to assert injunctive relief claims.

4. Forms, films, diagrams

- 4.1 Tools of all types, forms, films, blocks, data, diagrams, production and handicraft tools, master stamps etc. for custom productions of all kinds shall remain our property. This shall also apply if the buyer contributes to production costs, or, respectively, has borne these in full. Print data obtained from the documents provided by the buyer shall remain our property.
- 4.2 Tools of all types, forms, films, blocks, data, diagrams, production and handicraft tools, master stamps etc. for custom productions of all kinds shall remain protected for the customer for a period of five years from delivery of the order and will not be used for our customers.
- 4.3 Forms and blocks shall be kept on our premises for five years – calculated from presentation of invoice for the order onwards. Digital data shall be deleted after 12 months, without requiring the agreement of the customer.

5. Proofs, printing

- 5.1 If the buyer has not objected to the transmitted proof immediately – within two working days at the latest – in writing, the proof shall stand as approved. The order shall be carried out by us according to the proof. Subsequent notifications of defects from the buyer are excluded.
- 5.2 The techniques we work with include flexography (for flexible packing materials), pad printing (cans) and screen printing (Advent calendars). Gauge pin differences cannot be avoided for technical reasons and are recognised by the buyer as being a service according to contract.
- 5.3 Slight colour tolerances are technically conditioned and permissible.

6. Prices

- 6.1 Unless agreed otherwise, we shall remain bound to the prices contained in the offers for 30 days, calculated from the date of the offer. The prices listed in our order confirmation, where one has been sent, are authoritative.
- 6.2 Prices are quoted net, ex Herbolzheim works, plus value added tax to the respective statutory amount.
- 6.3 Item 2.3 of our General Terms of Business applies in addition.
- 6.4 Costs of presentation are not included in the prices. Costs for presentation suggestions, designs etc. should be agreed with us before the order is allocated. We reserve the right to invoice presentation and design costs.
- 6.5 We shall hold the copyright and intellectual property rights on design and presentation suggestions, even where we have used the client's logo. In the event that the client allocates the order elsewhere while using our design or presentation suggestion, we reserve the right to assert the resulting damage with the client. We are not obliged to hand over our designs.
- 6.6 If the buyer orders less than the quantities listed in our orders, we shall be entitled to impose a 10% surcharge on the net values for this reduced quantity.
- 6.7 We shall be entitled to deliver production-conditioned quantities in excess or reduced by 10% and to invoice them accordingly. Excess or reduced quantities are technically conditioned and provide the buyer with no right to subsequent performance or no right to withdraw from the contract.

7. Delivery and service time

- 7.1 The dates and timeframes indicated by us are non-binding, unless they are expressly agreed in writing. Fixed dates shall not be agreed.
- 7.2 Delivery and service delays due to mechanical damage, acts of God or due to events that make delivery considerably difficult or impossible for us – these also include subsequently occurring difficulties in materials procurement, operating faults, strike, blockades, authority demands etc. even if they occur at our suppliers' or sub-suppliers', shall not be imputed to us even when timeframes and dates have been bindingly agreed. They shall entitle us to postpone the delivery, or, respectively, service for the duration of the obstruction plus an appropriate warm-up period or to withdraw from the agreement wholly or in part due to the as yet unfulfilled component.
- 7.3 If the obstruction lasts more than 3 months, the buyer shall be entitled following appropriate notice to withdraw from the agreement overall or from the as yet unfulfilled component of the agreement.

- 7.4 Where non-conformity with bindingly agreed timeframes and dates can be imputed to us or we experience delays, the buyer shall have a claim to compensation for the delay to the amount of 0.5% of the net invoiced amount for every completed week of the delay, the overall maximum, however, being 10% of the net invoiced amount of the deliveries and services affected by the delay. Claims going beyond this, in particular compensation for damage claims of whatever nature, are excluded, unless we are charged with intent or gross negligence.
- 7.5 We shall be entitled to partial deliveries and partial services at any time.

8. Transfer of risk

- 8.1 Delivery shall take place at the expense and risk of the client. Any transport damage may only be asserted with the deliverer (post office, rail, courier etc.).
- 8.2 Risk shall be transferred to the buyer as soon as the consignment has been sent to the firm carrying out the transportation or has left our warehouse for dispatch purposes. Should dispatch become impossible without our wrongdoing, the risk shall be transferred to the buyer on announcement of readiness for dispatch. The buyer is free to specify a courier to us. Where a courier has not been specified to us by the buyer, we are entitled to commission the courier working for us. Should the freight costs of our courier be higher than those at other courier companies, the buyer must bear these costs.

9. Guarantee, liability

- 9.1 Our goods are perishable. Only fresh goods are delivered. The buyer should enquire with us after the shelf-life of individual goods or consult our catalogue. The shelf-life indicated by us applies only when goods are stored properly.
- 9.2 For defects that can be traced back to the perishability of the goods, guarantee claims shall lapse in accordance with the shelf-life of the product. For all other defects, guarantee claims shall lapse in one year, unless we are charged with intent or gross negligence. A restriction of the guarantee period shall not intervene if we are entitled to have recourse against our supplier.
- 9.3 Notifications of defects shall be made to us in writing by registered post 10 working days after receipt of the goods. We shall be entitled to subsequent performance in the event of justified claims. When claiming, the buyer must present to us at least 10% of the goods from the delivery claimed against. The defect-free goods shall be delivered immediately to the buyer by us at our expense. This shall not apply if we are charged with intent or gross negligence.
- 9.4 In conclusion, the above terms comprise the guarantee for our products.
- 9.5 For material damage that has occurred due to a negligent breach of obligation on our part, our liability shall be limited to monetary compensation of up to 30% of the net invoiced amount. If the buyer submits evidence that this limitation of liability is grossly unreasonable in the particular case, we shall be liable for a maximum of the full net invoiced amount of this order. Liability for damage as a result of defects is excluded.
- 9.6 We accept liability in accordance with the statutory regulations in the event of culpably infringing a fundamental contractual obligation; in such a case, however, liability in respect of damages would be limited to foreseeable damage that may be typically involved.
- 9.7 This does not affect liability in respect of culpable damage to life, limb or health, or compulsory liability under the legislation on product liability.
- 9.8 No liability shall be accepted other than as set out above.
- 9.9 The purchaser shall ensure that the printer's copy for reproduction it makes available to us is its property and is not covered by any third-party rights. In the event of a third party making a valid claim in respect of damages, the purchaser would hold us free from and unaffected by such a claim.
This shall also apply to reprographic copy that is only partly supplied to us by the purchaser. The purchaser is obliged to comply with third-party rights such as copyright/royalties and registered names.

10. Payments

- 10.1 Unless agreed otherwise, our invoices are payable 30 days after presentation of invoice Without deduction.
- 10.2 A payment shall only be deemed as having taken place once we have the amount at our disposal. In the case of payment by cheque, payment shall only be deemed as having taken place once the cheque is cleared.
- 10.3 The buyer is entitled to deduct a 2% discount on payment within 10 days following presentation of invoice.
- 10.4 If the buyer comes into default with the payment, then we shall be entitled to charge interest from the point in time concerned to the amount of 5% above the respective base rate in accordance with § 1 discount transition law.
- 10.5 If the buyer does not fulfil his payment obligation or if circumstances become known to us that cast doubt on the creditworthiness of the buyer, then the entire remaining debt of the buyer shall become due, even when we have accepted cheques.
- 10.6 The buyer shall only be entitled to set-off, retention, even if notifications of defect or counter-claims have been made, if we have agreed expressly in writing or if the counter-claims have been established legally. The transfer of claims against us by the buyer, no matter on what legal basis, is excluded without our express written agreement.

11. Imprint

- 11.1 We are able to refer to our firm on the products manufactured by us in a suitable manner.

12. Applicable law, place of jurisdiction, severability, data storage

- 12.1 The law of the Federal Republic of Germany applies for these terms of business and for all legal relations between buyers and us.
- 12.2 As far as legally permissible, Kenzingen, or, respectively, Freiburg/Breisgau is the exclusive place of jurisdiction for all disputes arising from the contractual relationship directly or indirectly.
- 12.3 Should one condition of these terms of business or one conditions within the context of other agreements be or become ineffective, then the effectiveness of all other conditions or agreements shall remain unaffected.
- 12.4 The buyer expresses his agreement to the storage of his data in our EDP facility and to the use of the data for execution of the contract and for customer care.