

Terms and conditions of sale and delivery

1. All agreements and offers are based on our general terms and conditions. They are acknowledged by placing the order or accepting the delivery. Deviating conditions of the customer which we have not expressly accepted in writing are not binding for us, even if we do not expressly object to them.
2. Our offers are subject to change and non-binding. The order by the purchaser is considered a binding offer. Unless otherwise stated in the order, we are entitled to accept this offer of contract within two weeks of its receipt by us. Acceptance can be declared either in writing (for example by order confirmation) or by delivery of the goods to the purchaser. Additional agreements are only valid if they have been confirmed by us in writing.
3. The prices are € prices, unless otherwise stated, and are exclusive of VAT. This will be charged separately at the applicable rate in accordance with the applicable tax regulations. We reserve the right to change our prices accordingly if cost reductions or increases occur after the conclusion of the contract, in particular due to collective agreements or changes in the price of materials. We will provide the customer with evidence of these upon request. In the event of an increase in the price, the purchaser is entitled to withdraw from the contract.
In the case of calculation based on kg, gross for net delivery and calculation is made. This applies in particular to roll goods where cardboard cores cannot be removed.
4. The purchase price is due and payable immediately after invoicing and delivery or acceptance of the goods.
If, after conclusion of the contract, it becomes apparent that our claim to the purchase price is endangered by the purchaser's lack of ability to pay (e.g. through an application for the opening of insolvency proceedings), we are entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract. In the case of contracts for the manufacture of non-fungible items (custom-made products), we can declare our withdrawal immediately; the statutory regulations regarding the dispensability of setting a deadline remain unaffected.
5. Delivery is ex warehouse, which is also the place of performance. At the request and expense of the purchaser, the goods will be shipped to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.
The risk of accidental loss or accidental deterioration of the goods passes to the purchaser at the latest upon handover. However, in the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the buyer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment.
If, due to the purchaser's fault, acceptance is not carried out in time, we are entitled to withdraw from the contract or to claim damages after granting a grace period of 10 days. In the event of delivery difficulties caused by unforeseen difficulties, operational disruptions, war, strikes, transport difficulties and official measures as well as any kind of force majeure, the delivery period shall be extended accordingly without any claim for damages and we shall be entitled to cancel our delivery obligations in whole or in part if the circumstances so require. The subsequent delivery period is 8 weeks and is to be provided by the purchaser by registered letter. The delivery period begins after the due presentation of the order and receipt of all documents necessary for the execution of the order. Fixed dates cannot be accepted.
6. The delivered goods remain our property until all claims arising from the business relationship

between us and the purchaser have been paid in full. The purchaser undertakes not to dispose of the goods by sale, pledging, lending or in any other way until full payment has been made.

The purchaser is authorized to resell the goods within the scope of his proper business operations. The purchaser hereby assigns to us in advance all claims against third parties arising from this, but only to the extent of 150% of the unpaid portion of our purchase price claim. Any assigned claims in excess thereof shall be released by us.

Combining, mixing and processing of the goods by the purchaser takes place exclusively for us. If the goods are combined or mixed with goods not belonging to us, we are entitled to co-ownership of the new item in the ratio of the invoice value of our goods to the purchase price of the other processed goods (at the time of processing).

7. The purchaser is solely responsible and liable for ensuring that the trademark, trade dress, characters etc. ordered by him do not infringe the rights of third parties. Drafts, final artwork and clichés shall be invoiced by us additionally at cost price. These remain in our custody as far as they have been put into production by us. The purchaser cannot demand their surrender even if he has paid for them.

8. If the purchase is a commercial transaction for both parties, the purchaser must examine the goods after receipt without undue delay, insofar as this is feasible in the normal course of business, and, if a defect is found, notify us without undue delay in writing. If the customer fails to make this notification, the goods shall be deemed to have been approved, unless it is a defect that was not recognizable during the inspection. Otherwise, §§ 377 et seq. of the German Commercial Code (HGB) apply.

Warranty claims are limited, at the choice of the supplier, to the rectification of the defect or delivery of a defect-free item (cure). The limitation period for claims for defects is 1 year, calculated from the day of the transfer of risk. In the event that subsequent performance is unsuccessful, the purchaser has the right to choose between a reduction in price or withdrawal from the contract. Any further claims of the customer, in particular for consequential damages including loss of profit, are generally excluded. This shall not apply in the case of intent, gross negligence or breach of material contractual obligations on the part of the supplier and in the case of injury to life, body or health. The right of the purchaser to withdraw from the contract remains unaffected.

Replacement or a credit note will only be provided for returned goods. We shall only be liable for the suitability of delivered goods for certain purposes if we have expressly assured this in writing. We are permitted to make excess or short deliveries, provided that the excess or short deliveries are reasonable for the customer. A deviation in the number of pieces of up to 10 % of the total order quantity is considered reasonable. The customer reserves the right to prove that in individual cases only a smaller excess or short delivery is reasonable. In the event of excess delivery, the actual, at most the maximum reasonable delivery quantity is to be paid. In the event of short delivery, the customer must pay for the actual delivery quantity. The width and length tolerances are +/- 5 %, at least 10 mm. Strength tolerances according to GKV (General Association of Plastic Converters).

Minor deviations do not entitle to complaints. This applies in particular to customary deviations (manufacturing tolerances) from samples, color, condition, also in the case of special designs according to the customer's wishes.

9. The place of performance for the delivery is the location of the manufacturer's factory (Reichenschwand). If the customer is a merchant, Hersbruck shall be the exclusive place of jurisdiction - also for check and bill of exchange transactions.