

I. Area of Application / Conclusion of Agreement

The following General Terms and Conditions of the Contractor shall apply exclusively, even if the Contractor refers to their own terms and conditions, unless this has been expressly agreed upon. Any conflicting terms and conditions of the Contractor shall hereby be explicitly objected.

II. Prices

1. The prices stated in the offer of the Contractor shall be subject to the proviso that the order information on which the order is based remains unchanged; however, they shall be valid for no longer than four months following receipt of the order by the Purchaser. With orders including delivery to any third parties, the ordering party shall be deemed to be the Customer, unless any other express agreement has been made. The prices of the Contractor shall not include any value-added tax. The prices of the Contractor shall be valid ex works. They shall not include packaging, freight, postage, insurance and any other shipping costs.
2. Any subsequent changes instigated by the Purchaser, including the costs of any machine down-time caused by these changes, shall be charged to the Purchaser. The term "subsequent changes" shall also include repetitions of sample proof copies which are demanded by the Contractor due to minor deviations from the model copy.
3. The cost of sketches, drafts, sample typesetting, proofs, samples, proof sheets, changes to supplied / transferred data and similar preliminary work undertaken at the instigation of the Purchaser shall also be charged. The same shall also apply to any data transmissions (e.g. via ISDN).

III. Payment

1. Payment is to be made immediately on receipt of invoice, without any deductions. Any possible cash discount agreement shall not relate to freight, postage, insurance or any other shipping costs. The invoice shall be issued on the day of delivery, partial delivery or readiness for delivery (debt collectible by the creditor, delayed acceptance of delivered goods). Any bills of exchange shall only be accepted upon special agreement and only as payment without any cash discount. The Purchaser shall bear any interest and expenses. The Purchaser shall pay them without delay. The Contractor shall not be liable for the timely presentation, protest, notification and return of such bill of exchange in case of dishonour insofar as the Contractor or their vicarious agent are not liable for wrongful intent or gross negligence.
2. In case of extraordinary preliminary performance, a reasonable advance payment may be demanded.
3. If the Contractor renders their services with delay, then the Purchaser shall only be entitled to derive any rights therefrom if the Contractor is responsible for the delay. This provision shall not entail any alteration of the statutory burden of proof.
4. If, upon the conclusion of the agreement, it becomes apparent that the Contractor's claim for payment may not be fulfilled due to the lack of efficiency on the part of the Purchaser, then the Contractor shall be entitled to demand advance payment, withhold goods not yet supplied and cease any further work relating to the order. The Contractor shall also be entitled to these rights if the Purchaser is in arrears with payments for deliveries based on the same legal relationship. Section 321 II German Civil Code (*BGB*) shall remain unaffected.
5. In case of default of payment, default interest of 8% above the respective base rate shall be paid. The enforcement of any further damages caused by delay shall not be excluded by this provision.
In case the Purchaser does not pay the price, including the respective ancillary expenses, within a period of ten (10) days following receipt of invoice and delivery of the goods in accordance with Clause II ("Prices"), they shall fall into arrears even without reminder.

IV. Delivery

1. If goods are to be dispatched, the risk shall pass to the Purchaser as soon as the shipment has been handed over to the person carrying out the transport.
2. Delivery dates shall be valid only if expressly confirmed by the Contractor. If the agreement is entered in writing, the confirmations of delivery dates need to be in writing as well.
3. If the Contractor delays the delivery, then the Purchaser shall only be entitled to exercise their rights in accordance with Section 323 BGB if the delay is the responsibility of the Contractor. Any alteration of the burden of proof shall not be associated with the above provision.
4. Any disruptions of operations - both at the Contractor's business as well as on the premises of any supplier - such as, for example, strikes, lock out as well as all other cases of force majeure shall only justify the termination of the agreement if a further waiting period can no longer be expected from the Purchaser as a reasonable demand; if need be, the delivery period agreed upon shall be extended by the duration of the delay. Nevertheless, cancellation shall only be possible four weeks following occurrence of the abovementioned disruption to operations at the earliest. In such cases, any liability on the part of the Contractor shall be excluded.
5. The Contractor shall have a right of retention to any and all artwork and dies, manuscripts, raw materials and any other items supplied by the Purchaser in accordance with Section 369 HGB [German Commercial Code] until all claims and demands resulting from the business relationship have been completely fulfilled.
6. The Contractor shall take back packaging within the framework of their obligations under the German *Verpackungsverordnung* [Packaging Ordinance]. The Purchaser may return packaging to the premises of the Contractor during the usual business hours following prior notification in due time, unless they have been notified of any other acceptance / collection point. The packing may also be returned to the Contractor at the time of delivery, unless another acceptance / collection point has been designated to them. Packaging shall only be taken back directly after delivery of the goods, with subsequent deliveries only after timely prior notification and provision. The costs of the transport of used packaging shall be borne by the Purchaser. If a designated acceptance / collection point is further away than the premises of the Contractor, then the Purchaser shall only bear such transportation costs which would arise for the distance to the premises of the Contractor. The packaging returned must be clean, free from foreign substances and sorted according to the different packaging. Otherwise, the Contractor shall be entitled to demand the additional costs arising from the waste disposal from the Supplier.

V. Reservation of Title

1. The delivered goods shall remain the property of the Contractor until payment in full of any claims on the part of the Contractor towards the Purchaser existing at the date of invoice by the Purchaser. The Contractor shall be entitled to resale only in the normal course of business. The Purchaser shall hereby assign to the Contractor their accounts receivable generated from the Purchaser's resale of the goods. The contractor shall hereby accept such assignment. In case of default the latest, the Purchaser shall be obliged to name the debtor of the assigned receivables. If the value of the securities existing for the Contractor exceeds the Contractor's claims by more than 20%, then the Contractor shall be obliged, upon request of the Purchaser or any other third party affected by excessive assurance of the Contractor, to release the securities at the Contractor's option.
2. In the handling and processing of goods supplied by the Contractor, which are also their property, the Contractor shall be considered to be the manufacturer in accordance with

Section 950 BGB and shall reserve the title to the products at any time during the processing. If any third parties are involved in the handling or processing, the Contractor shall be limited to a co-ownership portion in the amount of the invoice value of the goods under reservation. The property acquired in this manner shall be deemed reserved goods.

VI. Complaints / Warranties

1. The Purchaser shall, in all cases, immediately inspect the goods supplied and the pre-products and intermediate products forwarded for amendment in order to ensure their compliance with the agreement. The risk of any defects shall be transferred to the Purchaser with the declaration of readiness for printing / declaration of readiness for production in so far as such defects are not deemed to be defects which first occurred or could be discovered in the production process following the declaration of readiness for printing / declaration of readiness for production. The same shall also apply to any other release declarations made by the Purchaser.
2. Any obvious defects must be reported in writing within a period of one week after receiving the goods, any hidden defects must be reported within one week of discovery; otherwise, the assertion of the warranty claims shall be excluded.
3. In the event of any legitimate complaints, the Contractor shall, first of all, be obliged and entitled, at their own choice, to perform corrections and/or replacement. If the Contractor does not perform this obligation within a reasonable period or in case the corrections made repeatedly fail to meet the requirements, the Purchaser may demand reimbursement of expenditure, reduction of the purchase sum (abatement), rescission of the agreement (withdrawal) or claim for damages in accordance with the legal requirements.
4. Defects of one part of the delivered goods shall not give rise to any right to reject the entire delivery, unless the partial delivery is not of interest for the Purchaser.
5. In the case of colour reproductions for all manufacturing processes, no complaints about minor deviations from the original may be made. The same shall also apply to the comparison between any other model copies (e.g. digital proofs, proof copies) and the final product.
6. The Contractor shall only be liable for deviations in the quality of the material used up to the amount of the order value.
7. The material (including data carriers, transferred data) delivered by the Purchaser or any third party engaged by them shall not be subject to any obligatory inspection on the part of the Contractor. This shall not apply to data which is obviously incapable of being processed or unreadable data. In the case of data transmissions, the Purchaser shall use appropriate security programmes for virus protection that comply with the latest technical standards before the data is transmitted. The Purchaser shall be solely responsible for the data security. The Contractor shall be entitled to make a copy of this data.
8. Any additional or short deliveries of up to 10% of the ordered amount may not be objected to. The amount charged is based on the quantity supplied. In the case of deliveries of customised paper orders with less than 1,000kg, the percentage shall be increased to 20%, under 2,000kg to 15%.

VII. Liability

1. Any claims for damages and reimbursement of expenses on the part of the Purchaser shall be excluded, irrespective of their legal basis.
2. This exclusion of liability shall not apply
 - in case of damages based on a grossly negligent or wilful breach of duty on the part of the Contractor, any legal representative or any vicarious agent;
 - in case of a slightly negligent violation of a contractual obligation, even on the part of any legal representatives or vicarious agents of the Contractor; in this respect, they shall only be held liable for foreseeable, contractually typical, immediate average damages, depending on the type of product;
 - in case of damages arising from injury of life, body or health, which are based on a deliberate breach of duty on the part of the Contractor, any legal representative or vicarious agent;
 - in the event of fraudulent concealment of defects and assumed guarantee for the quality and nature of the goods;
 - in case of claims resulting from the German *Produkthaftungsgesetz* [Product Liability Act].

VIII. Statute of Limitation

With the exception of the claims for damages listed in Clause VII. 2., the Purchaser's claims for guarantee and compensation for damages (Clauses VI. and VII.) shall become time-barred in one year. This shall not apply in case the Contractor has acted in a fraudulent manner.

IX. Custom of Trade

In business transactions, the customs of the trade in the printing industry shall apply (e.g. no obligation to hand over intermediate products, such as data, lithography or printing plates manufactured for the production of the final product owed), provided that no other order has been placed.

X. Archiving

Any products to which the Purchaser is entitled, in particular data and data carriers, shall only be archived by the Contractor following an explicit agreement and in return for a special remuneration beyond the point in time when the final product has been handed over to the Purchaser or their vicarious agents. In case the aforementioned objects are to be insured, then this shall be done by the Purchaser themselves, unless any other agreement has been made.

XI. Periodic Work

Agreements concluded with regard to regularly recurring works may be terminated by a notice of at least three (3) months to the end of the respective month.

XII. Industrial Property Rights / Copyrights

The Purchaser shall be solely liable in case any rights of third parties, in particular copyrights, are violated by the fulfilment of their purchase order. The Purchaser shall indemnify and hold the Supplier harmless from and against any and all claims raised by third parties in respect of such an infringement of rights.

XIII. Place of Performance, Place of Jurisdiction, Validity

1. The place of performance and the place of jurisdiction for any and all disputes arising from the contractual relationship, including legal proceedings involving cheques, bills of exchange and deeds, shall be the domicile of the Contractor in case the Purchaser is a businessman, a legal entity under public law or a special fund under public law, or has not defined a general place of jurisdiction in the home country. The contractual relationship shall be subject to German law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
2. In case one or more of these provisions is or becomes invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.