



General Terms and Conditions of Vereinigte Papierwarenfabriken GmbH for the Sale of Goods

I. Scope of application

1.
These General Terms and Conditions of Sale (hereinafter "GTCS") shall apply to all our business relations with our customers (hereinafter "Customers"). The GTCS shall only apply if the Customer is an entrepreneur (sec. 14 German Civil Code (BGB)), a legal entity under public law or a special fund under public law.
2.
The GTCS shall apply to contracts for the sale and/or delivery of movable goods (hereinafter "Goods"), irrespective of whether we manufacture the Goods ourselves or purchase them from suppliers (sec. 433, 650 BGB). Unless otherwise agreed, the GTCS in the version valid at the time of the Customer's order or, in any case, in the version last notified to the Customer in text form shall also apply as a framework agreement for similar future contracts without our having to refer to them again in each individual case. The Customer agrees to the applicability of the GTCS at the latest upon acceptance of the delivery of the Goods without objection.
3.
Our GTCS shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Customer shall only become part of the contract if and to the extent that we have expressly consented to their application. This requirement of consent shall apply in any case, for example even if we carry out the delivery to the Customer without protest in the knowledge of the Customer's GTC

II. Offers and conclusion of contract

1.
Our offers are subject to change without notice unless they are expressly marked as binding or expressly contain binding commitments or otherwise agreed to be binding. They are invitations to place orders. The Customer shall be bound to its order as a binding offer for 14 calendar days after submission of the order, unless the Customer must also regularly expect a later acceptance by us (sec. 147 BGB). This shall also apply to subsequent orders placed by the Customer.





2.

A contract is only concluded - also in day-to-day business - when the Customer's order has been confirmed in writing or in text form by an order confirmation. The order confirmation is only valid under the condition that outstanding payment arrears of the Customer are settled and that a credit check of the Customer carried out by us without delay remains without negative result. In the event of delivery within the binding period of the Customer which is the subject of the offer, our order confirmation may be replaced by our delivery, whereby the dispatch of the delivery shall be decisive.

3.

The information contained in our specifications shall be decisive for the quality of the Goods owed by us. The information contained in catalogs, brochures, circulars, advertisements, illustrations, price lists and the like do not determine the quality of the Goods unless they are expressly included in the contract or offer or in the order confirmation with reference to the specification.

4.

Statements made in our specifications to determine the quality of the Goods are not guarantees, in particular no durability guarantees. The assumption of guarantees and the procurement risk requires special agreements between the parties in which it is expressly stated that a guarantee and/or the procurement risk is assumed.

III.

Prices and price adjustment

1.

The agreed price in EURO, which results from the order confirmation, plus value added tax (VAT) shall apply. The VAT is not included in the price and will be shown separately in the invoice at the statutory rate applicable on the date of invoicing. The costs for transport, insurance, customs etc. will be charged separately, unless otherwise agreed between the parties.

2.

In the event of deviations in quantity/weight which remain within the tolerances regulated in Section VIII, the price calculation shall be based on the actual delivery quantity/weight.

3.

If the Goods are invoiced by weight, the price shall be calculated according to the gross weight if packing and wrapping paper is used.

4.

Unless otherwise agreed, the prices shall apply ex works.





5.

We are entitled to increase the remuneration unilaterally in the event of an increase in material production and/or material and/or product procurement costs, wage and ancillary wage costs, social security contributions as well as energy costs and costs due to environmental regulations, and/or currency regulations and/or changes in customs duties, and/or freight rates and/or public charges accordingly, if these directly or indirectly influence the Goods production or procurement costs and if there are more than 4 months between conclusion of the contract and delivery. An increase in the aforementioned sense is excluded insofar as the cost increase in individual or all of the aforementioned factors is offset by a cost reduction in other of the aforementioned factors in relation to the total cost burden for the delivery. If the aforementioned cost factors are reduced without the cost reduction being offset by an increase in other of the aforementioned cost factors, the cost reduction shall be passed on to the customer in the form of a price reduction.

IV. Industrial property rights

1.

The printing documents provided by us, such as electronic files, drafts, drawings, clichés, films, printing cylinders and plates, shall remain our property even if costs are reimbursed here by the Customer on a pro rata basis. In these cases, however, the Customer shall be entitled to reimburse the total costs incurred by us in order to acquire ownership. The storage period for these print documents is a maximum of 3 years from the last delivery of identically printed Goods to the Customer. After this period, we may destroy any documents not requested back by that time.

2.

If copyrights and/or industrial property rights arise for us as a result of the development and execution of an order, these shall not be transferred by the sale of the Goods. This shall also apply if the Customer bears a share of the costs for the development. In particular, we shall be entitled to exploit these copyrights and/or industrial property rights also for orders of third parties.

3.

Unless otherwise agreed, we shall be entitled to visibly affix our company logo or an identification number to the Goods manufactured by us.

4.

The customer is responsible for checking whether the documents provided by the Customer infringe the rights of third parties, in particular copyrights, industrial property rights (design patents, patents, utility patents, trademarks). This also applies to the use of protected typefaces.





If claims are asserted against us by third parties due to the use, exploitation or duplication of documents and/or templates provided by the Customer due to the infringement of copyrights and/or industrial property rights or due to the infringement of the law against unfair competition, the Customer shall support us in the defense against the alleged infringements and shall compensate us for all damages, including attorney's fees and litigation costs, which we incur as a result.

V. Obligations under the Packaging Act

1.
If we apply signs of an area-wide system within the meaning of sec. 3 para. 16 of the German Packaging Act (VerpackG), e.g. "Der Gruene Punkt", to the products on behalf of the Customer, the Customer shall be deemed to be the "manufacturer" of the sign within the meaning of the VerpackG and shall therefore pay the fees directly to the area-wide system.
2.
If the Customer violates the provisions of the VerpackG and a claim is made against us as a result, the Customer shall be obliged to reimburse us for all expenses incurred in this connection.
3.
If the packaging is service packaging filled with Goods within the meaning of sec. 3 para. 1 sentence 1 no. a) of the VerpackG, which typically accumulates at the private end consumer and which is placed on the market by the Customer for the first time, the provisions of paragraph 1 above shall apply accordingly if the Customer itself participates in a system within the meaning of sec. 3 para. 16 of the VerpackG.
4.
If the Customer requires us pursuant to sec. 7 para. 2 sentence 1 VerpackG with regard to the service packaging delivered by us to the Customer to participate in one or more systems within the meaning of sec. 3 para 16 VerpackG and to carry out a corresponding registration, data reporting and declaration of completeness for the Customer according to sec. 7 para. 2 sentence 3 in connection with sec. 9, 10 and 11 VerpackG, the following shall apply:
 - a)
The obligation according to sec. 7 para. 2 sentence 3 in connection with sec. 9, 10 and 11 VerpackG shall only be assumed by us if the Customer requests us to do so in writing. In this case, we shall confirm this written request to the Customer in writing.





b)

If we take over the participation in a system according to sec. 7 para. 2 sentence 1 VerpackG and the registration, data reporting and declaration of completeness according to sec. 7 para. 2 sentence 3 in connection with sec. 9, 10 and 11 of the VerpackG, the Customer shall be obliged to reimburse us in full for the costs incurred as a result, namely the costs including the administrative expenses for the use of the nationwide system pursuant to sec. 3 para. 16 of the VerpackG (e.g. Dual System) as well as the costs for the registration, data notification and declaration of completeness and - if desired - the costs for the application of the mark of a area-wide system such as "Der Grüne Punkt".

c)

The costs for the assumption of the use of a area-wide system, the registration, data reporting and declaration of completeness, the administrative effort, and - if desired - the costs for the application of the mark of a area-wide such as "Der Grüne Punkt" will be shown separately on the invoice to the Customer with each delivery of the service packaging. The basis is the fee schedule of the area-wide system used.

d)

We are free to choose the area-wide system.

5.

The preceding paragraphs shall not apply to packaging which does not occur in the territory of the Federal Republic of Germany but abroad and which therefore does not have to be disposed of in accordance with the German Packaging Act. The Customer shall rather be responsible for the disposal of the packaging, in accordance with the respective applicable statutory provisions.

6.

According to sec. 15 para 1 sentence 1 VerpackG, manufacturers and distributors of transport packaging (No. 1), sales and secondary packaging that does not typically accrue as waste at private end consumers after use (No. 2), sales and secondary packaging for which participation in the system is not possible due to system incompatibility according to sec. 7 para. 5 VerpackG (No. 3), sales packaging of materials containing pollutants (No. 4) or reusable packaging (No. 5) are obliged to take back, free of charge, used empty packaging of the same type, shape and size as that which they have placed on the market at the place of actual handover or in the immediate vicinity thereof in order to reuse or recycle it. Unless otherwise agreed, the Customer shall be responsible for taking back the packaging provided by us in accordance with sec. 15 VerpackG and shall ensure that the packaging is taken back and that it is professionally and properly recycled. The costs incurred in taking back the packaging and recycling it shall be borne by the Customer.





7.

If the Customer is the final distributor within the meaning of sec. 3 para. 13 VerpackG, it shall be obliged, according to sec. 15 para. 1 sentence 5 VerpackG, to reasonably inform the end consumers by means of appropriate measures to a reasonable extent about the possibility of returning the packaging within the meaning of sec. 15 para. 1 sentence 1 nos. 1 to 5 VerpackG and its purpose.

VI.

Delivery/ Delay in delivery/ Transfer of risk

1.

Binding delivery dates and deadlines must be agreed expressly and in writing or in text form. Non-binding or approximate delivery dates and deadlines will be met to the best of our ability.

2.

Delivery periods shall commence upon receipt of the order confirmation by the Customer, but not before all economic, technical and logistical details of the execution of the order have been fully clarified between the Customer and us and all other prerequisites for the delivery to be fulfilled by the Customer have been met in full, in particular agreed advance payments or securities and necessary cooperation services have been provided in full by the Customer.

3.

Deliveries before the expiry of the delivery period are permitted. In the case of an obligation to collect, the delivery date shall be the date of notification of readiness for dispatch, in the case of an obligation to dispatch, the date of dispatch of the Goods, and in the case of an obligation to deliver, the date of delivery at the agreed place of delivery. The Goods shall generally be delivered ex works/warehouse (obligation to collect), which shall also be the place of performance for the delivery and any subsequent performance. At the request and expense of the Customer, the Goods shall be shipped to another destination (obligation to deliver). Unless otherwise agreed, we shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.

4.

Unless otherwise agreed, in the case of delivery contracts on call, the Customer shall be obliged to specify delivery schedules covering at least 6 months in advance and to call them off in accordance with the specified delivery schedules no later than 14 calendar days before the respective delivery date. If the Customer does not comply with this obligation or does not comply with it as stipulated, we shall be entitled, after setting a reasonable deadline, to carry out the call-off and/or the schedule ourselves, to deliver the Goods or to withdraw from the contract. The right to claim damages for breach of duty shall not be excluded by our withdrawal.





5.

In the event of a delay, the Customer must first set us a reasonable grace period of at least - unless unreasonable - 14 calendar days for delivery. If this period expires without success, claims for damages due to breach of duty - for whatever reason - shall only exist in accordance with the provision in Section XIV.

6.

The risk of accidental loss and accidental deterioration of the Goods shall pass to the Customer upon delivery at the latest. In the case of sale by delivery to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the Goods as well as the risk of delay shall pass to the Customer upon delivery of the Goods to the forwarding agent, the carrier or any other person or institution designated to effect shipment. The handover is equal if the Customer is in default of acceptance.

VII.

Force majeure/ self-delivery reservation

1.

If, for reasons for which we are not responsible, we do not receive the deliveries from our suppliers for the performance of deliveries owed under the contract, or do not receive them correctly or on time, despite proper and sufficient coverage prior to the conclusion of the contract with the Customer in accordance with the quantity and quality from our delivery agreement with the Customer (congruent coverage), or if events of force majeure of not insignificant duration (i.e. with a duration of longer than 14 calendar days) occur, we shall inform our Customer in writing in due time. In this case, we shall be entitled to postpone the delivery or service by the duration of the hindrance or to withdraw from the contract in whole or in part concerning the part not yet fulfilled, insofar as we have complied with the aforementioned duty to inform and have not assumed the procurement risk in accordance with sec. 276 BGB or a delivery guarantee. The following shall be deemed equivalent to force majeure: war, mobilization, riots, natural disasters, epidemics, pandemics, strikes, lockouts, official interventions, energy and raw material shortages, transport bottlenecks or obstacles through no fault of our own, operational hindrances through no fault of our own - e.g. due to fire, water and machine damage - and all other hindrances which, viewed objectively, have not been culpably caused by us.

2.

If a delivery date or a delivery period has been bindingly agreed and if the agreed delivery date is exceeded due to events according to Section 1, the Customer shall be entitled to withdraw from the contract due to the part not yet fulfilled after the expiry without effect of a reasonable grace period. Further claims of the Customer, in particular claims for damages, are excluded in this case.





3.

The above provision pursuant to Section 2 shall apply mutatis mutandis if, for the reasons stated in Section 1, it is objectively unreasonable for the Customer to continue to adhere to the contract even without a contractual agreement on a fixed delivery date.

VIII. Tolerances

1.

Weight deviations:

In the manufacturing process, unavoidable deviations and variations may occur due to production. Unless otherwise specified in the above terms of delivery, the following tolerances apply:

a)

Paper in relation to the agreed grammage:

up to 39 g/m ²	+/- 8 %
40 - 59 g/m ²	+/- 6 %
60 g/m ² and more	+/- 5 %

b)

Plastic films in terms of agreed thickness:

smaller than 15 my	+/- 8 %
from 15 my-25 my	+/- 15 %
from 25 my	+/- 13 %

c)

Aluminum film, laminated film, cellophane and other materials in relation to the agreed thickness or basis weight (depending on the dimension on which the contract is based; applies individually or as part of another product):

+/- 10 %

2.

Dimensional deviations

The following dimensional deviations are to be tolerated by the Customer:





a)
Paper and paper combinations

Bags:

in length (= pocket height) +/- 4%.
in the width
smaller than 80 mm +/- 3%
from 80 mm +/- 2%

Rolls:

in width +/- 3 mm
in the cut-off length +/- 3 mm
in the run length +/- 3 %

Formats:

in length +/- 5 mm
in width +/- 5 mm

b)
Plastics and aluminum

Bag height +/- 5 mm

Bag width
from 200 mm +/- 5 %
smaller than 199 mm +/- 10 %

c)
The dimensional deviations for the rolls and formats mentioned under a) and the materials mentioned under b) also apply to the position of the print and the punching and embossing on these materials. For the bags mentioned under a), a dimensional deviation of +/- 4 mm for bag widths over 80 mm and +/- 3 mm for bag widths of 80 mm and less applies to the position of the print as well as the punching out and embossing in the width. Fitting variations in printed products cannot be avoided for technical reasons, as they depend on the material, the design and the printing process. Only significant deviations entitle the Customer to make a complaint.





3.
Inherent color of raw materials paper and film:
We cannot guarantee consistent raw material colors within a delivery and for repeat orders.

4.
Quantity deviations:
For all productions, we have the right to over- and under-deliver up to 20 %, of the ordered quantity. In the case of sale by quantity (quantities below 50,000 pieces and in the case of collective print runs with print changes within the print run, as well as in the case of sale by weight (for weights below 500 kg) up to 30 % of the ordered quantity. Delivery shall be made with full invoicing of the actual delivery quantities.

IX. Print

1.
We use standard printing inks for printing. For printing on medical sterilization packaging, the inks are sterilization-proof according to the specifications and data sheets only with regard to specifically named sterilization processes. If special requirements are placed on the inks, such as high light resistance, alkali fastness, rub resistance, resistance to liquids, moisture, suitability for contact with certain filling materials, e.g. foodstuffs, etc., the Customer must refer to this separately in writing or in text form in the order/inquiry when placing the order.

No guarantee can be given for the light resistance of the material and printing inks, unless this is unreasonable for the Customer, as the raw material and ink suppliers also do not guarantee the light resistance of the inks. Likewise, no guarantee can be given for the abrasion resistance of the printing inks, unless this is unreasonable for the Customer.

We reserve the right to minor deviations in color tone, provided that these are customary in the trade and are not unreasonable for the Customer. Water-based inks printed on brown paper are subject to constant color fluctuations, even within individual deliveries and in the case of repeat printings. They do not entitle the Customer to refuse acceptance or to make claims for defects. Proofs will be submitted prior to printing if the Customer expressly requests this or if we deem it necessary. Since these proofs (e.g. proof, cromalin, offset printing, etc.) are not produced using the flexographic printing process, it is sometimes impossible to avoid considerable deviations from the subsequent print run. Proofs from the press, which are requested by the Customer, will be charged separately according to expenditure.





2.

In the case of plastic products, no warranty can be assumed for migration of plasticizers or similar migration phenomena and for consequences derived therefrom, unless this is unreasonable for the Customer.

3.

We are not responsible for the consequences of errors in the "film masters" or other similar materials given to us by the Customer for printing the uniform commodity code or any other similar code, nor for the difficulties or their consequences that may arise when using the printed code. This also applies to the proofs of printing works approved by the Customer, which contain a uniform commodity code.

4.

The EAN barcode is printed according to the state of the art and taking into account the relevant implementation regulation of the CCG (see CoOrganization publication series, issue 2, Der EAN Strichcode).

Further promises, in particular about reading results at retail checkouts, cannot be made due to possible influences on the barcodes after delivery by the Customer and due to the lack of uniform measuring and reading technology.

5.

We shall not be liable for defects caused by printing plates and artwork provided by the Customer and/or his vicarious agents and/or assistants. If we discover text or image errors during production and therefore cancel or interrupt production, the Customer shall bear the additional costs associated with this, unless he can prove that we are responsible for defective production due to intent, gross negligence or slight negligence through breach of cardinal obligations.

X.

Material and design

1.

In the absence of special instructions from the Customer, orders will be executed using materials customary in the industry and in accordance with known manufacturing processes and the state of the art. If the packaging is used for food or medical products, the suitability of the material must be expressly clarified with us in accordance with the relevant standards (e.g. EN 868). Subsequently, notices of defects with regard to the behavior of the packaging material to the filling material and vice versa cannot be raised if the Customer has not expressly pointed out the type and special properties of the filling material and/or the use for food or medical products in writing in due time and has not given us the opportunity to comment thereon. The exclusion of the warranty for defects shall not apply if the defect would also have occurred if the Customer had pointed it out.





2.
Recycled raw materials are carefully selected by us. Regenerated films and recycled papers may nevertheless exhibit variations in surface quality, color, purity, odor and physical values from batch to batch, which do not entitle the Customer to give notice of defects. However, we undertake to assign to the Customer any warranty claims and/or claims for damages against the supplier on account of the quality of the regenerated films and recycled papers.

XI. Retention of title

1.
Until full payment of all our present and future claims arising from the purchase contract and an ongoing business relationship (secured claims), we retain title to the Goods sold.

2.
The Goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The Customer shall notify us in writing without delay if an application is made to open insolvency proceedings or if third parties (e.g. seizures) seize the Goods belonging to us.

3.
In case of breach of contract by the Customer, in particular in case of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions or/and to demand surrender of the Goods on the basis of the retention of title. The demand for return does not at the same time include the declaration of withdrawal; rather, we are entitled to demand only the return of the Goods and to reserve the right of withdrawal. If the Customer does not pay the purchase price due, we may only assert these rights if we have previously set the Customer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.

4.
Until revoked in accordance with Section 7, the Customer is authorized to resell and/or process the Goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.





5.

The retention of title shall extend to the products resulting from the processing, mixing or combination of our Goods at their full value, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with Goods of third parties, their title remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined Goods. Otherwise, the same shall apply to the resulting product as to the Goods delivered under retention of title.

6.

The Customer hereby assigns to us by way of security any claims against third parties arising from the resale of the Goods or the product in total or in the amount of our co-ownership share, if any, in accordance with the preceding Section. We accept the assignment. The obligations of the Customer stated in Section 2 shall also apply in respect of the assigned claims.

7.

The Customer shall remain authorized to collect the claim in addition to us. We undertake not to collect the claim as long as the Customer meets his payment obligations towards us, there is no deficiency in his ability to pay and we do not assert the retention of title by exercising a right pursuant to Section 3. If this is the case, however, we may demand that the Customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore, in this case we shall be entitled to revoke the Customer's authorization to further sell and process the Goods subject to retention of title.

8.

If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the Customer's request.

XII.

Notice of defects/deficiencies

1.

The Customer's inspection and complaint obligations are determined in accordance with sec. 377 of the German Commercial Code (HGB).

2.

In the case of larger or multiple deliveries of similar goods, the entire batch delivered may be rejected as defective only if the defects have been determined by means of a recognized representative sampling procedure.





3.

If the total delivery quantity within the meaning of the above Section 2 of flexible packaging or machine-made bags shows defects of up to 3% of the total quantity, neither the total quantity can be rejected as defective nor can defects be claimed on account of these defective delivery items. It is irrelevant whether the defect lies in the product manufacture/processing or in the printing.

4.

All defects must be reported immediately in writing.

5.

We shall be given sufficient opportunity to inspect any notified defects on site. With his notice of defects, the Customer shall hand over to us informative samples with the corresponding material and delivery markings.

XIII.

Material defects/periods of limitation

1.

Unless expressly agreed otherwise, we shall provide a warranty for defects for a period of 12 months, calculated from the date of transfer of risk, in the event of refusal of acceptance on the part of the Customer from the date of receipt of the notice of availability. This shall not apply to claims for damages arising from a guarantee, the assumption of a procurement risk within the meaning of sec. 276 BGB, claims due to injury to life, limb or health, fraudulent, intentional or grossly negligent conduct, or if in the cases of sec. 478 BGB (recourse in the supply chain with consumers as final purchasers), 438 para. 1 No. 2 BGB (construction of buildings and delivery of items for buildings) and 634a para. 1 No. 2 BGB (construction defects) or if a longer limitation period is otherwise mandatory by law. Sec. 305b BGB (priority of the individual agreement) shall remain unaffected. A reversal of the burden of proof is not associated with the above provision.

2.

In all cases, the special statutory provisions shall remain unaffected in the case of final delivery of the unprocessed Goods to a consumer, even if the consumer has further processed them (supplier's recourse pursuant to sec. 478 BGB). Claims from supplier recourse are excluded if the defective Goods have been further processed by the Customer or another entrepreneur, e.g. by incorporation into another product.





3.

In the sale of Goods, we shall not be liable for public statements made by the manufacturer or other third parties (e.g. advertising statements) to which the Customer has not drawn our attention as being decisive for his purchase.

4.

If the delivered Goods are defective, we may initially choose whether to provide cure by remedying the defect (repair) or by delivering a defect-free item (replacement). Our right to refuse cure under the statutory conditions shall remain unaffected. Cure shall neither include the removal of the defective Goods nor the re-installation if we were not originally obliged to install the Goods.

5.

In any case, we shall be entitled to make the cure owed dependent on the Customer paying the price due. However, the Customer shall be entitled to retain a part of the price that is reasonable in relation to the defect.

6.

If the Customer has made a claim against us for liability for defects and it turns out that either there is no defect or the claimed defect is based on a circumstance that does not oblige us to provide a warranty, the Customer shall reimburse us for all costs incurred as a result.

7.

If we have granted a durability guarantee, claims based on this durability guarantee shall become statute-barred upon expiry of the period for which the durability guarantee was given. This period shall commence upon delivery of the delivery item for which the durability guarantee was given.

8.

Warranty claims of the Customer for defects due to insignificant reduction of the value or the suitability of the Goods are excluded, for claims for damages the provisions in Section XIV apply.

9.

If the Goods are used items, any claims for material defects shall be excluded; the provisions in Section XIV shall apply to claims for damages.





XIV. Liability

1.
Subject to the exceptions below, we shall not be liable, in particular not for claims by the Customer for damages or reimbursement of expenses - irrespective of the legal grounds.

2.
The exclusion of liability regulated in Section 1 shall not apply: (i) for our own intentional or grossly negligent breaches of duty and intentional or grossly negligent breaches of duty by our legal representatives or vicarious agents, (ii) for the breach of essential contractual duties (cardinal duties), i.e. such obligations, the fulfillment of which is a prerequisite for the proper performance of the contract and on the observance of which the Customer may regularly rely, (iii) in the event of injury to body, life and health also by legal representatives or vicarious agents, (iv) in the event of the assumption of a guarantee as well as (v) in the event of legally mandatory liability facts.

3.
The exclusion of liability regulated in Sections 1 and 2 shall also apply to breaches of duty committed prior to the time of conclusion of the contract. Our liability for such pre-contractual breaches of duty is excluded or limited to the same extent as our liability would be excluded or limited if the breach of duty had been committed after the conclusion of the contract.

Therefore, to this extent, the Customer waives any claims for compensation to which he may be entitled that have already arisen, and we accept this waiver.

4.
If we or our legal representatives or vicarious agents are only guilty of slight negligence, we shall, except in the case of Section 2 (iii), (iv) and (v), only be liable for the foreseeable damage typical of the contract and not for indirect damage, loss of profit, loss of production and loss of use.

5.
Except in the case of Section 2 (i), (iii), (iv) and (v) as well as in cases of legally mandatory deviating higher liability sums, the liability is limited to the amount of the contractually owed remuneration. Any further liability is excluded.





6.
Except in the case of Section 2, the regular limitation period pursuant to sec. 195 BGB is reduced to one year.
7.
The exclusions or limitations of liability in the above Sections 1 to 6 inclusive shall apply to the same extent in favor of our executive bodies, employees and other vicarious agents.
8.
A reversal of the burden of proof is not associated with the provisions in this Section XIV.
9.
The Customer is obligated to indemnify us against all claims for damages and expenses, including statutory attorney's fees, which we incur against third parties within the limitation period as a result of a culpable breach of its obligations under these GTCS. Sec. 254 BGB (contributory negligence) shall remain unaffected. The Customer shall inform us without delay if third parties assert claims against it that fall under the above indemnification obligation, and shall give us the opportunity to defend the asserted claim, insofar as this is possible under the circumstances of the individual case. The Customer is obligated to immediately provide us with all information available to him regarding the matter in question in full in text form. Any further claims shall remain unaffected.
10.
The Customer may only withdraw from the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty.

**XV.
Suspension of the statute of limitations during negotiations**

Negotiations on claims due to material defects or claims for damages of any kind shall only be deemed to be pending if the parties have declared in writing that they will negotiate on such claims. If the invocation of this written form requirement constitutes an abuse of rights, neither party may invoke compliance with this written form requirement.





XVI. Terms of payment

1.

The price for the Goods is due and payable within 14 calendar days from the date of invoice and delivery. The receipt of payment by us is decisive for the timeliness. However, we shall be entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We declare a corresponding reservation at the latest with the order confirmation.

2.

Upon expiry of the aforementioned payment deadline, the Customer shall be in default. During the period of default, interest shall be charged on the price at the applicable statutory default interest rate. We reserve the right to assert further damage caused by default. With respect to merchants, our claim to the commercial due date interest rate (sec. 353 HGB) shall remain unaffected.

3.

In the case of outstanding invoices, payments shall be deemed to satisfy the oldest, due claim in each case, unless this claim is a claim against which the Customer has asserted a right of retention. Otherwise we reserve the right of set-off. In all other respects sec. 367 BGB shall apply.

4.

We shall be entitled to perform or render outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, circumstances become known which are likely to substantially reduce the creditworthiness of the Customer and as a result of which payment of our outstanding claims by the Customer under the respective contractual relationship is jeopardized. This shall apply mutatis mutandis if the Customer refuses or fails to pay outstanding claims of ours and there are no undisputed or legally established objections to our claims.

5.

The Customer shall only be entitled to rights of set-off or retention to the extent that its claim has been established by a final court decision or is undisputed. In the event of defects in the delivery, the Customer's counter rights shall remain unaffected.





**XVII.
Prohibition of assignment**

1.
The Customer is not entitled to assign its claims arising from the contractual relationship with us to third parties.
2.
The prohibition under Section 1 shall not apply to monetary claims arising from a legal transaction which is a commercial transaction for both parties.

**XVIII.
Place of Jurisdiction, Choice of Law, Miscellaneous**

1.
If the Customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office. The same place of jurisdiction shall apply if the Customer does not have a general place of jurisdiction in Germany, moves his place of residence or habitual abode out of Germany after conclusion of the contract or his place of residence or habitual abode is not known at the time the action is brought. However, we shall also be entitled in all cases to bring an action at the place of performance of the delivery or service obligation in accordance with these GTCS or a prior individual agreement or at the general place of jurisdiction of the Customer. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.
2.
The legal relations of the parties shall be governed exclusively by German law to the exclusion of international private and uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.





3.

Unless expressly provided otherwise above, the conclusion of contracts as well as all supplementary and ancillary agreements, reservations, amendments and additions shall require the written form, which may only be waived in writing in individual cases. The priority of the individual agreement (sec. 305b BGB) in written, textual or oral form remains unaffected.

4.

Should individual provisions of the individual agreements concluded between us and the Customer or these GTCS be or become invalid or unenforceable in whole or in part or contain a gap, the validity of the remaining provisions shall not be affected thereby. The invalid, unenforceable or incomplete provision shall be replaced in relation to these GTCS primarily by the statutory provisions. Insofar as such do not exist, the appropriate provision shall apply by way of supplementary interpretation of the contract, which comes closest in economic terms to what would normally have been agreed if the invalidity, impracticability or incompleteness had been known. With regard to the individual agreements concluded between us and the Customer, the above sentence shall apply irrespective of the existence of statutory provisions which could take the place of the invalid, impracticable or incomplete provision.

