

General Terms and Conditions

- We sell all our goods and services only under these terms and conditions. They shall also be binding for all future business relations even if we do not expressly agree to them again. At the latest with the receipt of the goods or services our terms and conditions are accepted as valid. We herewith object to any purchasing conditions of the buyer. Deviations from our terms and conditions must be confirmed by us in writing in order to be effective.
- All quotations are subject to change without notice and not binding. The contract is not concluded or legally effective until we submit an order confirmation in writing. The same applies to supplements, deviating agreements or further agreements. Drawings, illustrations, mass or weights or any other performance data are only binding, if they are expressly agreed in writing. Quotations and order confirmations are effected to the best of our knowledge. Force majeure, production outages, change of product range of suppliers and other important reasons can make it impossible for us to carry out accepted orders. We expressly deny a covering purchase on our behalf.
- Payment**

Unless otherwise agreed our general payment term is 10 days ./. 2% from date of invoice or 30 days net.. An early payment discount on new invoices is forbidden, as long as there are older invoices that are due and unsettled.
- In case of late payment, we have the right to impose late payment charges of minimum 5% above the respective prime rate of the Deutsche Bundesbank. Unless otherwise stated we hold to prices stated in our offers for 30 days. The prices in our order confirmations are binding plus legal VAT. Additional deliveries and services will be charged separately
- A substantial deterioration of the liquidity ratio of the buyer that we learn about after completion of a contract and that could endanger our right of consideration, allows us to require to handle due orders on basis of concurrent performance despite any agreed preliminary work, if our consideration cannot be secured in any way by the buyer. In the above mentioned cases we are furthermore entitled in cases of not agreed preliminary work to require advance payment from the buyer.
- Delivery**

Our deliveries are subject to the following conditions:

Inside Germany:
Up to € 500,00 net value of goods, ex works: higher than € 500,00 net value of goods free domicile. Minimum order quantity is one packaging unit. Small orders lower than € 250,00 will get an administrative surcharge of € 25,00. Excess and shortage quantities up to 10% remain reserved.

European countries outside Germany:
Up to € 2.000,00 net value of goods, ex works: higher than € 2.000,00 net value of goods free domicile or upon special agreement.
- Time of Delivery**

There is no warranty for the compliance of the agreed term of delivery. The buyer has to give the supplier an additional extension of two weeks in writing and is only entitled to withdraw from the contract, if the supplier has not affected the delivery within the two weeks extension period after he received the extension notice. Claims for compensation because of non-performance are not allowed. Partial deliveries are permitted.
- Shipment**

Shipment of our goods takes place at the customers' risk. The delivery dates indicated are on basis dispatch ex works and we always do our utmost to meet this deadline. However late deliveries can not be a reason for the buyer to submit claims. For larger deliveries we reserve the right of partial deliveries. We can not accept call orders without fixed quantity and limited obligation to acceptance of goods. The delivery term is met if the shipment leaves the plant within the delivery term. In case of delivery delays or events that make a delivery impossible caused by circumstances beyond our control, e. g. force majeure, traffic- or production disruption, lack of raw material or energy, strike or lockout of the work force etc. even if they occur at our suppliers or their sub suppliers we are exempted from the delivery obligation for the time of the disruption. If these disruptions are not expected to end within a reasonable time we reserve the right to withdraw fully or partly from contract. Compensation claims are excluded.
- Retention of Title**

Our supplied goods are subject to reservation of proprietary rights. They remain our property until full payment has been effected for all former deliveries and only thereafter they become property of the buyer. With reference to our instructions processing of our goods subject to retention always takes place for us as the manufacturer, according to § 950 BGB (German Civil Code) we remain owner of the goods at any time and grade of treatment, however without obligation on our part. If the buyer processes or combines our goods with other products this always takes place for us as manufacturer and we acquire a co-ownership share at the rate of our invoice amount of our goods subject to retention and the already processed goods of the buyer at the time of treatment but without obligation on our part. The same applies to the resulting items as to our goods subject to retention. They have to be regarded as goods subject to retention. In case the goods subject to retention of title are resold, the resulting amounts receivable by the customer are assigned to us in advance at this time up to the amount of and as security for the respective amounts receivable by us from the customer regardless of whether the goods subject to retention either without or after treatment and whether they have been sold to one or more customers. If the security granted to us under these terms and conditions exceeds the amounts receivable by us more than 20%, we are obliged to release security at our opinion upon request. In case of breach of contract by the customer especially delayed payment we are entitled to take back the goods subject to retention or if necessary to force the buyer to assignment of the claim to a third party. Neither in the Redemption nor in garnishment of the goods subject to retention by us is a withdrawal from contract.
- Warranty**

For devices and machinery applies a separate warranty condition. Warranty promises are part of these terms.

 - All goods are produced out of selected raw materials, with adequate care. They are delivered in the condition and quality which is usual at the time of delivery. We can not guarantee that the ordered material is suitable for the intended purpose of the buyer. The buyer is obliged to check prior to completion of contract whether the material is suitable for the intended purpose or not. Therefore we will provide him with samples and data sheets on request. It is not allowed to reduce the sales price or to cancel the contract afterwards
 - The sellers warranty obligation extends under exclusion of any other warranty on replacement or repair, whereby the buyer at failure of repair or replacement has the choice to agree a reduced pricing or annulling the contract.
 - Warranty claims due to visible defects have to be reported immediately but within 10 days at the latest. Warranty claims due to not visible defects have to be reported immediately after recognition in writing The warranty obligation expires at the moment when the delivered material is changed in any kind or if the buyer does not follow the request of the seller to send back the defect article immediately. Our products have a limited durability respectively shelf life because of their property and chemical composition, which can be considerably shorter than possible purchase agreement deadlines or warranty periods. Warranty claims for material that where sold before the period of expiration of the material is excluded. The same applies to products that admittedly were sold within the period of expiration of the material but which are designed for short term application. Furthermore the warranty period is limited by the scheduled application period of the product. The buyer has to inform his customers about this fact. If the buyer did not inform his customers we are exempt from liability. The durability respectively shelf life of our products are expressly subject to the corresponding technical information or processing information according to data sheets.
 - We are not liable for indirect damages or consequential damages that occur beyond the delivery object to persons or things or because of lost profit, if they are not based on wilful breach of contract.
 - Technical advice is done by qualified persons and to the best of our knowledge and belief. The consequential liability thereof is excluded, if it is not based on wilful breach of contract.
 - Warranty claims against the seller are only possible by the buyer and are not transferable.
 - Recourse of the buyer are excluded and are limited only to equivalent substitute. This can be given as a price reduction, by granting a respite or by discount (percentage or natural).
 - Tolerances:
except when otherwise stipulated, we refer to our basic cutting tolerances from 3mm till 30mm = ± 0,5mm, from 31mm ± 1,0mm except when otherwise stipulated for our die cuttings the following general tolerance is valid: DIN ISO 2768 (min. ± 0,5mm)
- Information and Advice**

All information orally or in writing about suitability and application possibilities of our products is made to the best of our knowledge. But they have to be understood only as empirical values and can not be taken as assured; they do not justify any claims against us. The buyer is expressly obliged to test the suitability of the material in the specific application he wants to use the material for. Technical information is not binding.
- Compensation**

Any claims for compensation of the buyer for any legal reason that could occur directly or indirectly in any context with orders, delivery or use of our products is principally excluded in cases where neither we nor our contractor act negligent. In case of damages caused by negligence and the buyer is however a merchant the claim for compensation is limited to the value of the foreseeable damage. A claim for compensation for any reason by a buyer that is no merchant can only be considered up to an amount of 25% of the purchase price.
- For the delivery of printed tapes the following terms apply additionally:**

 - Tools and print documents remain in our property and ownership even if they were charged to the buyer. They are available for reorders within three years from the first order.
 - Proofs approved by the buyer are binding for the final print execution. On request of the customer changes on the original request can be made and the costs for the changes will be charged.
 - Insignificant deviations in the colour shall not be deemed deficient.
 - The buyer bears the responsibility for the legal right of reproduction. The copyrights and rights of use of the blueprints produced by us remain exclusively for us. The production of blueprints will be charged in cases we do not receive an order or if the works on the blueprints need extraordinary efforts.
- Privacy Policy**

The seller is entitled to process any data about the buyer acc. to BDSG that he receives from the buyer or third parties in connection with the business relationship with the buyer.
- Legal environmental requirements for suppliers**

 - Suppliers shall comply with the regulation resulting from Regulation (EC) No. 1907/2006 (REACH -Registration, Evaluation, Authorisation and Restriction of Chemicals). Detailed instructions can be found on the following websites:
www.acea.be/reach
<http://echa.europa.eu>
 - We expect our suppliers to commit themselves to comply with all environmental relevant legal regulations, in particular to comply with substance bans (as listed e.g. in 2003/53/EG End-of-Life Vehicles Directive), as well as to refrain from using banned substances.
- Place of Execution, Jurisdiction**

 - Place of execution for all obligations acc. To the contractual relationship is Solingen. The seller is entitled to sue the buyer at his location or at another location.
 - Exclusive court of jurisdiction for any occurring dispute from the contractual relationship is the district court Solingen. This applies also for all future claims from the business, if the buyer is a merchant who has been entered as such in the commercial register or if the claim is filed in a delinquency procedure or if the buyer has no jurisdiction in Germany. This also applies if the buyer has no domicile or usual residence at the time the commencement of proceedings was announced.
- Validity**

 - Should individual provisions of these general terms and conditions prove to be ineffective, the remaining provisions continue to remain effective and binding.
 - Any uncovered details should be operated in the way contractual parties would, if they knew about it. This contract is subject to German law under exclusion of the CISG (UN Convention on Contracts for the International Sale of Goods) and other international purchase right.