

1. Scope
 - 1.1 The supplies, services and offers of the contractor are made exclusively on the basis of these general terms and conditions. Thus, they are applicable for all business relationships in future, even if they are not expressly and explicitly agreed upon once again. Confirmations to the contrary by the customer with a reference to his general or purchase terms and conditions are contradicted and rejected herewith.
 - 1.2 Any deviations to these general terms and conditions are effective only if the contractor confirms them in writing.
 2. Offer and conclusion of contract
 - 2.1 The prices given in the offer of the contractor are applicable subject to the condition that the order data forming the basis of the offer submitted remain unchanged. The prices do not include VAT (Value-Added Tax). They are ex-factory prices and do not include packing, freight, postal charges, insurance and miscellaneous shipment costs.
 - 2.2 Subsequent amendments at the instance of the customer including the machine down time caused by the same shall be charged to the customer. Subsequent amendments also include repetitions of test prints that are demanded by the customer on account of minor but reasonable deviations from the template.
 - 2.3 Sketches, drafts, specimen matter, specimen prints, samples or similar preparatory work initiated by the customer are charged.
 - 2.4 The prices are valid for a period of 4 months starting from the day of concluding the contract. If the time period for processing an order exceeds 4 months, the contractor is entitled to pass on to the customer to a corresponding extent the increase in wages and labour costs, increase in material costs and general overheads among others, and other similar cost increases in the interim period including those resulting from amendments to legislation (e.g. increase in the rate of VAT) by price increases.
 3. Payment
 - 3.1 The payment (net price plus VAT – Value-Added Tax) is due within 30 calendar days from the date of the invoice without any deductions. For payment within 14 days from the invoice date, the contractor grants a discount of 2% on the invoice amount for prompt payment, however, not on the costs for freight, postage, insurance or other shipment costs, provided that this is shown in the invoice. The invoice is issued on the day of delivery, partial delivery or on the day that the material is ready for delivery.
 - 3.2 Bills of exchange are accepted only in accordance with a special agreement and, in lieu of payment, without a discount. The discount charges and other costs are to be borne by the customer and are payable immediately.
 - 3.3 For newspaper or magazine printing contracts, the payment must be made within one week of the invoice date without making any deductions.
 - 3.4 If the customer does not meet his payment obligations, particularly if a cheque is not encashed or a bill of exchange cannot be verified, and enforcement measures under the provisions of the law have been unsuccessful, the customer has stopped making payments, bankruptcy proceedings or legal or out-of-court conciliation proceedings have been initiated or applied for, the contractor is entitled to charge the entire balance due from the contract as being due even if he has accepted bills of exchange or cheques. In such a case, the contractor is also entitled to demand advance payments or surety payments for all other contract agreements.
 - 3.5 In case of larger orders, particularly with the provision of extraordinarily large quantities of paper and cardboard boxes, special materials or advance services, advance payments or part payments in line with the work and services rendered may be asked for in advance.
 4. Reservation of title (or ownership)
 - 4.1 The goods delivered remain the property of the contractor until payment has been made in full against all claims of the contractor or until the cheques submitted for this purpose have been encashed or the bills of exchange have been redeemed.
 - 4.2 The customer is entitled to resell the goods delivered under the right of ownership in the normal course of business transactions.
 - 4.3 The payments or the revenue earned by the customer by reselling the goods subject to retention of title shall be assigned at this stage to the contractor to secure all payments due to the latter from the business relationship.
 - 4.4 The customer is obliged, at the request of the contractor, to disclose the name and address of the third party debtor and the amount of all payments due from him.
 - 4.5 A right of lien shall be issued favouring the contractor for all materials handed over by the customer and for all tools manufactured on behalf of the customer to secure all present future payments due against delivery of goods.
 - 4.6 If the value of the sureties arranged for the contractor exceeds the payments due to him by more than 20%, the contractor is obliged to release the securities at the request of the customer.
 5. Delivery
 - 5.1 The contractor undertakes dispatch on behalf of and at the cost of the customer with the appropriate level of care, but is liable only for intent or gross negligence. The goods are insured in accordance with the respective freight forwarder's terms and conditions of the transport manager. Packaging is calculated as cost price plus VAT and not taken back.
 - 5.2 Delivery schedules are valid only if they have been explicitly confirmed by the contractor. If the contract agreement is concluded in writing, the confirmation regarding the delivery date must also be in writing.
 - 5.3 For the period of checking the prints, production samples, films, storage media etc. by the customer, one delivery schedule agreed upon shall be interrupted respectively, namely, from the day of dispatch to the customer until the day of receipt of his comments or remarks by the contractor. The customer is responsible right from the beginning for the correctness and completeness of the data provided by him for the test and images for manufacturing printed matter.
 - 5.4 In case of amendments in the order by the customer between offer submission and order placement or after the contract agreement has been concluded as well as in case of delayed delivery of the order documentation, the contractor may ask for revised delivery schedule and delivery periods.
 - 5.5 If the contractor falls behind schedule in the provision of services, an appropriate extension is to be granted to him initially. If the time extension expires without any success, the customer may withdraw from the contract agreement. Compensation for damage or loss caused by the delay may be demanded only for the order value, unless the delay has been caused by the contractor intentionally or as a result of gross negligence.
 - 5.6 In case of Force Majeure conditions or other unforeseeable and extraordinary circumstances beyond one's control – e.g. in case of difficulty in material procurement, interruption of operations, war, strike, lock-out, non-availability of transport facilities, official interventions, problems with power supply etc. – even if they occur with the upstream suppliers – if the contractor is hindered in the timely fulfilment of his obligations, the delivery time is extended reasonably. If the delivery or the service becomes impossible or unreasonable as a result of the circumstances mentioned above, the contractor shall be relieved of his service obligations. If the service delays are greater than 2 months, the customer is entitled to withdraw from the contract agreement. If the delivery time is extended or the contractor is relieved of his service obligation, the customer cannot claim any compensation for this. The contractor can refer to the circumstances mentioned only if he informs the customer about the same promptly.
 - 5.7 If the customer is a merchant, the contractor is entitled to retain the films, print templates (e.g. manuscripts), storage media, raw materials and other items supplied by the customer in accordance with Article 273 of the BGB (German Civil Code) until all payments arising from the business relationship have been made in full.
 6. Complaints
 - 6.1 In each case, the customer must check the goods supplied for compliance with the contract agreement, and the initial and intermediate products sent for correction, as well as the correctness and completeness of the storage media furnished by the contractor. The risk of any errors is transferred to the customer at the time of issue of clearance for printing / production, provided these are not errors that have occurred or could be detected in the production process after clearance has been issued for printing / production. The same applies to all other clearances issued by the customer for further production.
 - 6.2 If the customer is a merchant, he must - provided that this is feasible in the proper course of business – complain in writing about obvious defects identified in a proper examination within 7 days after handing over / delivery in writing. Defects that are not obvious and cannot be detected in a proper examination must be reported by the customer within 7 days of discovering the same, at the latest, however, within 3 months after handing over / delivery in writing. If this defects notification period lapses, there is no warranty for the concerned defect. In the non-merchant segment, the customer must complain in writing about obvious defects within 14 days after handing over / risk transfer. Otherwise, he shall lose his right to claim warranty in this respect.
 - 6.3 In case of justified complaints, the customer is entitled to ask for removal of the defect or replacement delivery according to his choice. In the case of defect removal, the contractor is obliged to bear all expenses required for this purpose, particularly transport, route, labour and material costs provided that these do not increase as a result of the fact that the goods have been shipped to a location other than the place of fulfilment. If the contractor is not prepared to remove the defect or to provide a replacement delivery or not in a position to do so over a reasonable period of time on account of reasons attributable to him, the customer is entitled to reverse (change) the order or to demand a reduction in the purchase price according to his choice.
 - 6.4 Provided that nothing is mentioned to the contrary in the following (clauses 6.5 and 6.6), any additional claims of the customer – regardless of the legal basis – are excluded. The contractor is not liable for loss or damage resulting from lost profits or other financial loss of the customer.
 - 6.5 The above-mentioned exemption from liability is not applicable if the cause of loss or damage is attributable to intent or gross negligence. It is also not applicable if the customer enforces compensation claims for non-fulfilment on account of the absence of an assured characteristic.
 - 6.6 If the order has labour for refining work or further processing as the subject matter, the contractor is not liable for any loss or damage caused to the product to be processed in the course of the order execution, provided that the loss or damage was not caused by intent or gross negligence.
 - 6.7 Defects in a part of the goods delivered do not entitle the customer to complain about the entire delivery, unless the partial delivery is of advantage to the customer.
 - 6.8 In case of colour reproductions using all printing methods and processes, there may be reasonable deviations from the original that cannot be complained about. The same applies to deviations that occur between other templates (e.g. digital proofs, prints) and the end product (e.g. printed copy).
 - 6.9 Supplies (including storage media, data transferred) made by the customer or by a third party commissioned by him are not subject to any obligation for checking on the part of the contractor. This is not applicable to data that obviously cannot be processed or is clearly illegible. In case of data transfer, the customer must ensure that he is using the latest version of anti-virus programs before transferring the data. The onus of data backup lies solely with the customer. The contractor is entitled to make a copy of the same.
 - 6.10 Additional or reduced deliveries
 - Up to 10% for an order of up to 100,000 copies
 - Up to 3% for an order of 100,001 to 500,000 copies
 - Up to 2% for an order of more than 1 million copies
 cannot be complained against. The amount charged is for the actual quantity delivered. For deliveries on specially manufactured paper below 5,000 kg additional or reduced deliveries up to 10% cannot be complained against. Here, too, the charges are for the quantity actually delivered.
7. Liability
 - 7.1 Any liability of the contractor for compensation claims or reimbursement of expenses going beyond that provided for under clauses 6.4 to 6.9 is excluded.
 - 7.2 This is not applicable to cases of intent or gross negligence on the part of the contractor or his legal representative or agents. In the event of culpable infringement of significant contractual obligations, provided there is no case of intentional violation of the contract agreement, the liability for compensation claim is limited to the value that can be typically foreseen for loss or damage occurring in such a manner.
 - 7.3 The liability on account of culpable injury to life, limb or the health as well as the liability in accordance with the Basic Liability Act (Grundhaftungsgesetz) remains unaffected. The provision in clause 7.1 is applicable even in case of initial inability or impossibility caused by the contractor.
 - 7.4 Unless specified above to the contrary, the liability of the contractor is excluded. Insofar as the liability of the contractor is excluded or limited, this is also applicable to the personal liability of his workers, employees, staff, representatives and agents.
8. Safekeeping and Insurance
 - 8.1 Templates, storage media, raw materials, printers and other items for reuse as well as semi-finished and finished goods are kept in safe custody beyond the delivery date only after prior agreement and against special payment for this purpose. The contractor is liable only for intent or gross negligence. If no agreement has been reached and the items are not requested by the customer within 4 weeks of completion of the order, the contractor is entitled to keep these in safe custody with a forwarding agency at the costs and risk of the customer. The items mentioned above, provided they have been provided by the customer, shall be handled with care until the time of delivery. The contractor is liable only in the event of intent or gross negligence.
 - 8.2 If the items mentioned above need to be insured, the customer must make arrangements to obtain the insurance cover for this purpose.
 - 8.3 Goods ordered on call are invoiced at the latest two months after they have been completed, provided that nothing to the contrary has been agreed upon.
9. Copyright and ownership of intermediate products
 - 9.1 The customer is solely responsible for checking the right of reproduction of all print templates. The customer is solely responsible if any rights, particularly copyrights and other related rights of third parties are violated as a result of executing his order. The customer must indemnify the contractor from the claims of third parties on account of such legal infringements.
 - 9.2 All copyright-based rights of use in any process and for any purpose of use in his own sketches, drafts, originals, films, storage media and similar, remain with the contractor unless expressly and explicitly specified to the contrary.
 - 9.3 Reprints or reproductions – regardless of the method or process used – and even their supplies, which are not the subject matter of a copyright, are not permissible without the approval of the contractor.
 - 9.4 Intermediate products, particularly printing plates and cylinders, printing blocks (original and duplicate stereotypes), dies, lithographs, copy templates, negatives and slide film positives on film or storage media), paperboard mats, punches, storage media and similar material remain the property of the contractor provided that these are not charged or charged only partially to the customer.
10. Periodically recurrent work

Regularly recurring work, for which there is no notification period and no specific dates have been agreed upon, may only be terminated subject to a notice period of 3 months from the end of any calendar month.
11. Legal Notice

The contractor may refer to the products of the contract agreement as being those of his company with the consent of the customer in a suitable manner. The customer may refuse to give his consent only if he has a dominant interest in such a situation.
12. Place of fulfilment, legal venue (place of jurisdiction) and applicable law
 - 12.1 The place of fulfilment is Ostfildern.
 - 12.2 The legal venue for all claims and legal disputes arising out of this contract agreement including change and documentation or certification processes is the head office of the contractor if the customer is a merchant in the context of the HGB (Code of Commercial Law).
 - 12.3 The legal relationships between the customer and the contractor are subject exclusively to German Law (excluding the UN CISG – Convention on the International Sale of Goods).