

Standard delivery and payment terms of CCL Label Meerane GmbH

A. Scope of Application

All deliveries of our products to merchants within the meaning of § 24 Standard Business Terms Act (SbTA) are exclusively subject to the following Delivery and Payment Terms. Conflicting purchase terms of the buyer shall only apply if they were confirmed by us expressly in writing even if we do not object to them. Oral agreements are only binding for both sides if they are confirmed in writing.

B. Offer and Order

1. Our offers are subject to change without notice. We reserve the right to make price changes.
2. Each order must be confirmed in writing to be legally binding with respect to all details.
Regarding warehouse goods, the invoice shall take the place of the order confirmation.
3. Measurements, weight, drawings and illustrations are only binding for performance if this is expressly confirmed by us in writing.

C. Scope of Delivery

Deviation from the ordered quantity of up to 15 % is permissible. The percentage increases to 20 % if special materials must be used in connection with the order. Such cases will be expressly referred to in the order confirmation.

D. Time for Delivery

We shall make efforts to make timely delivery. The stated delivery period is a guideline. It starts upon the provision of the final performance directions. Deviations shall not entitle the customer to repudiate the contract or make damage claims.

E. Delivery

1. Delivery shall be made ex factory and as far as no shipping directions exist, according to our reasonable discretion and without guarantee that the cheapest and quickest route will be taken.
2. Partial deliveries are permissible, unless they would be unreasonable for the customer.
3. Contracts for products to be obtained on call have to be agreed emphatically. If the customer does not call up the products on the agreed dates or only partially, we shall be entitled to deliver the remaining amount in our possession after giving notice.

F. Transfer of Risk

The risk of accidental loss or deterioration of the goods shall pass to the buyer as soon as the latter was delivered to him or a shipping agent, but at the latest upon leaving the business premises.

G. Repudiation of Contract

If the customer repudiates the purchase contract for reasons not attributable to us, he shall be liable for costs incurred until receipt of his declaration in this regard.

H. Price Setting

Our prices on labels are net prices, ex factory, plus value-added-tax, without packaging. If the delivery takes place upon request of the customer for reasons not attributable to us in whole or in part more than four months after confirmation of the order, we shall be entitled to reasonably increase the prices for the portion delivered later if in the meantime wage increases or price increases for the raw materials have occurred.

J. Payment

1. The invoice amount is due thirty days after the invoice date without any deductions. Upon receipt of payment within fourteen days after the date of invoice, a 2 % discount of the net product value shall be granted. Discounts are not permissible if there are outstanding invoices of which the due date has already passed. Payments by bills of exchange are only acceptable if they are expressly permitted by us, and no discount shall be granted in this regard. Payments shall be made in such a manner that we dispose of the invoice amount upon the due date.
2. We are entitled to make deliveries against cash on delivery.
3. Upon payment after the due date we are entitled to charge late payment interest in the amount of 3 % above the respective base interest rate. We shall have the right to claim higher damages, while the customer shall have the right to prove lower damages.

K. Reservation of Title

1. We reserve title to the delivered goods until full satisfaction of all claims which we have against the customer based on the business relationship. With respect to current accounts, the reservation of title shall serve as security for our balance claim.
2. The customer may - as far as he is not in default of payment - process and sell to third parties in the ordinary course of business the goods to which we retain title (conditional sale goods).
3. As far as our conditional sale goods are processed, this is done on our behalf. If through the processing a new object is created, we acquire ownership thereto. If our conditional sale goods are processed together with other goods, we acquire joint ownership to the new object in the proportion of the value of the conditional sale goods to the value of the other processed goods.

4. The customer hereby assigns to us all claims from the conditional sale of the goods to which we have title or joint title to third parties. In the case of exclusive ownership the full amount is assigned, in case of joint ownership in proportion to the share of our joint ownership. Upon request the customer shall give us notice without delay regarding to whom the goods to which we have exclusive or joint title were sold, and what claims he derives therefrom.

5. To the extent the value of the security which arises from the above-mentioned provisions exceeds the amount of our claims against the customer by more than 20 %, we shall be entitled to release the security of our option upon request of the buyer.

6. Upon conduct contrary to the contract, in particular upon the customer's default on payment obligations, we shall be entitled without further notice to retrieve the conditional sale goods.

L. Exclusion of liability

In case of delayed or defective delivery, in case of defective performance or in other cases connected with the business relationship, we and our employees are not required to make indemnification for direct or consequential damages regardless of the legal reason, unless intentional damages, gross negligence or the breach of a material contractual obligation is attributable to us. In case of negligent breach of a material contractual obligation, the duty of indemnification is limited to the foreseeable damages which are typical to the contract.

M. Warranties

1. The delivered goods should be accepted by the customer if they only contain negligible defects. Cartons and packages shall be inspected prior to acceptance to determine any damages or theft. Damaged shipments shall only be accepted from the shipping agent after written confirmation of the damage.
2. Notice of defects must be received by us in writing within one week after receipt of the goods and in case of hidden defects within one week of discovery.
3. We make no warranty that our product can be used for the purposes intended by the customer. This applies in particular for self-adhesive products, since the reaction of the adhesive material with certain materials (e.g. artificial materials, fine leather, textiles, etc.) can not be foreseen. It is therefore necessary that the buyer performs his own tests with the self-adhesive material on the original (surface, etc.). We exclude any liability for damages or disadvantages.
4. Technologically-based tolerance values for size, color, adhesive material, quality, material weight and other aspects shall not form the basis for rejections by the buyer.
5. In case of justified objections - regarding quality defects only after return of the defective items - subject to our discretion replacements shall be provided or credit granted. Defects regarding certain portions shall not lead to a right to object to the entire delivery. Claims going beyond replacement or credit of the defective items shall be excluded.

N. Copyrights, drafts and tools

1. All rights to our sketches, drafts, finished drawings, originals, films, printing, press and stamping tools, etc. with regard to every procedure and every purpose shall remain our property, if nothing is agreed to the contrary in writing. Our drafts may not be duplicated, drawn, imitated or provided to third parties. The buyer shall be responsible for obtaining legal authority to duplicate the ordered printing.
2. Block and printing tools and other devices for which we charge an amount shall nevertheless remain our property.
3. Printing tools and documents provided by the buyer shall only be kept by us if this is expressly requested. In any case our storage obligation shall end after six months if a new order is not made within that period.
4. Proofs shall only be supplied by us upon express request. If corrections of the setting are required through later changes not contained in the manuscript, these shall be charged based on the work involved. We shall not be liable for printing errors in the proof which were not seen by the customer.
Regarding stamping, press and printing work, changes to the tools are only possible in a limited scope; they will be charged extra.

O. Data protection

We shall be entitled to save information on the customer regarding the business relationship or received in connection therewith, regardless of whether this was received from the purchaser himself or third parties, and also process them in our computer system.

P. Place of performance, place of jurisdiction, validity

1. Place of performance for both parties shall be Meerane, Germany. In case of disputes the place of jurisdiction shall at our option be the Local Court - Hohenstein-Ernstthal.
2. In case of invalidity of one or more provisions, this shall not affect the validity of the remaining provisions.