

## **General Terms & Conditions**

### **General**

All business relationships are subject to the following terms and conditions. Differing conditions of the customer only gain validity through our explicit approval in writing.

### **Offers & Orders**

All our offers are subject to change and not binding. Orders placed with us are irrevocable for the customer and do not require an order acknowledgment or order confirmation. If we receive unfavourable information regarding a customer or the customer does not respect the contractual obligations he entered into, we reserve the right to withdraw from the contract without further obligations towards the customer.

### **Reservation of prices**

If the economic situation changes after your order was placed, in particular increases in manufacturing or supplier costs, we are entitled to reasonable price modifications at our equitable discretion. The customer's contractual obligations remain untouched.

### **Delivery and Delivery Time**

We determine the appropriate mode of dispatch at our own discretion and will choose where possible but without obligation the most cost efficient way. All shipments are at customer's risk.

Goods ready for shipment must be retrieved immediately; otherwise we are entitled to stock and invoice them at our discretion and at customer's cost and risk. The agreed delivery time and date are estimates.

Impediments beyond our control, which delay or complicate considerably the processing of accepted orders or make them economically unacceptable, i.e. war, mobilization, civil commotions and riots, industrial conflicts of any kind, shortage in supplies or raw material, strikes, lockouts, lack of workforce, etc. entitle us to extend the agreed delivery time by the duration of the obstacle, or at our choice to withdraw from the contract.

In this situation, we will notify the customer immediately. Under no circumstances does this entitle the customer to claim damages, subsequent deliveries or the right to withdraw from the contract.

If we fall behind with a delivery, the customer is only entitled to withdraw from the contract if he has given us an extension of 4 weeks after expiry of the initial delivery period and if our additional delivery does not take place in this time. The customer only has the right to withdraw. A right to damage claims due to non-fulfilment or delayed delivery does not apply.

We reserve the right to partial deliveries.

### **Invoicing & Payment**

Our invoices are issued on the day of delivery or on the day the goods are supplied. All payments must be effected solely to us. Unless otherwise agreed, payments for deliveries and other services must be settled within 10 days with a 2% cash discount or within 30 Days without deduction. The discount period is to be calculated based on the invoice date. Cash discounts are subject to the full settlement of all previous invoices. If the customer exceeds the payment term (30 Days) we may charge interests at 4% above the prime lending rate. We will also charge 7.50 EUR if reminders are required.

We reserve the right to refuse drafts and cheques. Drafts and cheques will only be accepted on account of performance. All related charges and fees will go at the expense of the customer. Failure to comply with the payment conditions justifies serious doubt in the creditworthiness of the customer and entitles us to request immediate full settlement of all our claims. In addition we are entitled to request advance payment for all outstanding deliveries, or after an appropriate time

extension has expired to withdraw from the contract, or to claim damages due to non-fulfilment, or to prohibit the resale of our goods and to recall unpaid goods at the customer's expense.

### **Complaints, Tolerances**

All complaint must be submitted in writing within 8 days of receipt of the goods. Hidden defects, unnoticeable in spite of thorough inspection, shall be declared immediately on discovery but no later than 3 months after receipt of the goods. Defects in parts of the delivery do not justify complaints on the whole of the delivery. As usual in trade, the goods may be subject to variations in quality, measurements, material and colour shade which do not qualify for complaints. According to customs and practice of the industry variations in the amount of ordered goods are acceptable up to  $\pm 10\%$ , below 100kg up to  $\pm 20\%$  and for custom made designs up to  $\pm 15\%$ . Regarding the film thickness we claim against a tolerance of  $\pm 10\%$ . To determine the thickness of the film we use the average weight of a measuring strip of the same length as the perimeter of the film tube.

Variations in size are permitted up to  $\pm 5\%$  or a minimum of 10mm. Indications of size always refer to the outer dimension. Variations in count may amount to 3%. For printing orders 3% of defective goods and for non-printing orders 2% of defective goods are standard and do not qualify for complaints. For bags, carrier bags and sacks the first indication number of size always refers to the open side. In the event of justified defect claims we have the choice to either deliver replacement goods or to refund the purchase price and recall the faulty goods.

Further claims, like damage or compensation claims of any kind, in particular in relation to loss in profit or indemnification for the losses arising for the customer caused directly or indirectly by acceptance, usage or reprocessing of the faulty goods are excluded.

### **Samples**

The customer is solely responsible and liable that brand marks, product layout, advertising lines, etc. ordered by the customer do not infringe the rights of a third party. We do not carry out additional verifications from our end. Drafts, drawings and clichés will be invoiced at cost and if produced through us will remain with us.

For printing orders: Please check the printing text as per annex. Changes will only be possible on immediate indication. If we do not receive a binding printing draft from the customer we will decide on the layout to the best of our knowledge. Cliché costs are not included in the price and will be invoiced separately.

If the customer provides us with drawings, samples or models he guarantees that the use of these documents for our production as well as the distribution of goods produced based on those documents do not violate property rights of a third party. In a case where a third party prohibits us production and distribution, we are entitled without further investigation of the legal situation and without risking claims for damages, to discontinue the production and delivery and to claim compensation from the customer for costs incurred. The customer is liable for any compensation claims arising from the violation of property rights.

### **Validity of our Terms of sales**

Since our goods are usually made to customer's specification and therefore not adaptable for alternative use, we only deliver on our conditions of sales and any differing or additional purchasing conditions of the customer do not apply. The customer agrees if he does not explicitly objects in writing within 5 Days of the order confirmation date.

**Retention of title**

We retain ownership of all delivered goods until such time as the customer has paid in full. The customer may reprocess and sell the reserve goods within the orderly and usual business course. In doing so, the customer concurrently cedes all claims that might arise for him towards his customers or a third party up to the amount of our claims against him.

In case of reprocessing or changing of the reserve goods where the goods are connected with other items, we gain proportional co-ownership of the new object.

**Place of Performance & Jurisdiction**

Place of Performance and Jurisdiction is Bad Dürkheim. German law applies solely.

We keep a record of your data.

Verpackungsagentur Rainer Zahner GmbH, Bad Dürkheim