

General Terms of Delivery and Payment

I. General

1. The offers contained in our B2B price list ("Industrie-Preisliste") are exclusively for customers that use the goods solely in the course of their commercial or self-employed business. On request, the customer has to demonstrate his entrepreneurial capacity under Section 14 BGB (German Civil Code) by providing his VAT number.
2. Our terms and conditions apply exclusively; we do not accept any terms and conditions of the client that are contrary to or deviate from ours, unless we have expressly agreed to their validity in writing. Our terms and conditions also apply when we perform services without reservation while being aware of any contrary or deviating conditions of the client.

II. Offers, contracts

1. The description of the goods in our price list does not constitute a legally binding offer. We enter into a legally binding contract when submitting an order confirmation.
2. Customized punching tools and printing plates remain our property and will be available for subsequent orders for a period of three years. The customer is not entitled to have these tools or printing plates handed over to him.

III. Prices and minimum order value

1. The prices quoted in our price list do not include VAT at the then current rate plus postage & packing.
2. The minimum order value is €35.00. We will add a small invoice surcharge of €10.00 plus VAT on orders below €35.00.

IV. Terms of payment

1. Unless stipulated otherwise in our order confirmation, invoice amounts are immediately due and payable within 14 days of receipt of invoice with a 2% discount or within 30 days without any deduction.
2. We reserve the right to make deliveries to customers not known to us only on advance payment or cash on delivery terms.
3. If the customer is in default of payment, we are entitled to charge statutory default interest. We reserve the right to prove and claim greater damage.
4. The customer can only offset final, uncontested or accepted counterclaims.

V. Assignments

1. The assignment of claims against us is effective only with our written approval.

VI. Dispatch and transfer of risk

1. Deliveries are made ex works Alsdorf. The respective delivery times are stated in the order confirmation.
2. The choice of the mode of shipment and the shipment route are at our discretion. If we agree to another mode or route at the customer's request, the customer will bear any additional costs.
3. Un-discounted Goods in stock worth €500.00 or more will be delivered within Germany free domicile.
4. The risk passes to the customer as soon as the goods have left our warehouse.
5. Our liability in the case of a delay in delivery is limited to a lump sum compensation of 0.5% of the delivery value for every full week of delay but not more than 5% of the value of the goods to be delivered.

VII. Retention of title

1. We retain title to the goods until all our claims against the customer have been settled, even if specific goods have already been paid for.
2. The customer shall inform us of any enforcement measures affecting goods we have retained title to and provide documents necessary for intervention; this shall also apply to other encumbrances of any kind. The customer shall bear the costs of any necessary intervention made by us should third parties not be able to refund them.

3. When the customer re-sells goods we have retained title to, he will, in order to secure our interests, assign claims from said transactions against his customers, until all of our claims have been settled.
4. Should the secured value exceed the claims against our customer by more than 20%, we shall, at the customer's request, release our securities to the respective extent.

VIII. Defects, warranty

1. The customer will inspect delivered goods and notify us of obvious defects immediately upon delivery. Defects that become obvious at a later stage need to be notified in writing immediately upon discovery. Failure to do so will result in the goods being deemed approved.
2. Defects will be rectified for a period of one year from delivery upon notification from the customer. We may choose to remedy the defect for free or replace the item. In the case of a replacement, the customer is obliged to return the defective item.
3. If the defect cannot be remedied within an appropriate time frame, or if the remedy is deemed to have failed for other reasons, the customer may either demand a reduction of the price or – if the defect is not of a minor nature – withdraw from the contract.
4. We do not give guarantees in a legal sense.

IX. Damages, liability

1. Our liability for breaching contractual duties and tort is limited to cases of intent and gross negligence. This does not apply to cases of injury to the life, body or health of the customer or claims regarding breach of cardinal duties, i.e. obligations arising from the nature of the contract and breaches jeopardizing the contract's purpose, as well as compensation for damage caused by delay. We will be liable for any degree of fault in this respect.
2. The aforesaid exclusion of liability shall also apply to slightly negligent breaches of duty by our vicarious agents.
3. Any liability claims for damages that are not based on injury to the life, body or health of the customer and are not excluded for cases of slight negligence expire within one year starting from the accrual of the claim.
4. Should the customer withdraw from the contract without reason, or he does not fulfil his part of the contract, we may demand 25% of the order sum as compensation. Both parties reserve the right to assert and prove a different extent of damage.

X. Responsibility and obligations of the customer

1. The customer is solely responsible for any content and information provided during the creation of a print product or the order process. By submitting files, photos, etc., the customer confirms that he is entitled to disseminate such content. The customer also warrants that the content does not violate applicable law.
2. In order that we may produce the print products, the customer grants us a simple right of use in relation to the submitted data and image products. The customer allows us to use outturn samples for marketing purposes, unless expressly agreed otherwise.
3. We reserve the right to refuse to execute an order when we have verifiable reason to believe that the customer has violated the aforementioned provisions. The customer will not be entitled to assert claims for damages in this case.

XI. Final provisions

1. Place of performance and payment is our registered office (Alsdorf).
2. German law applies exclusively. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
3. The court competent for our registered office has exclusive jurisdiction.