

Terms of Business, Delivery and Payment of Duro Druck GmbH

I. Scope of application/conclusion of contract

Orders shall be executed exclusively on the basis of the following terms and conditions. Deviating regulations require written confirmation.

II. Prices

1. The prices stated in the contractor's offer shall apply subject to the proviso that the order data on which the offer was based remain unchanged, but no longer than one week after the offer has been sent to the client. In the case of orders with delivery to third parties, the Purchaser shall be deemed to be the client, unless otherwise expressly agreed. The Contractor's prices do not include value-added tax.
2. Subsequent changes at the instigation of the client, including the machine downtime caused thereby, shall be charged to the client. Subsequent changes shall also include repetitions of proofs requested by the client due to minor deviations from the original.
3. Sketches, drafts, sample typesetting, sample prints, proofs, changes to supplied/transferred data and similar preliminary work initiated by the client shall be charged. The same applies to data transfers (e.g. by e-mail, ftp server...).

III. Payment

1. Payment shall be made immediately upon receipt of the invoice without any deduction. Any discount agreement does not apply to freight, postage, insurance or other shipping costs. The invoice shall be issued on the date of delivery, partial delivery or readiness for delivery (debt to be discharged at the creditor's domicile, default of acceptance). Bills of exchange shall only be accepted by special agreement and on account of payment without granting a discount. Interest and charges shall be borne by the customer. They are to be paid immediately by the client. The contractor shall not be liable for the timely presentation, protest, notification and return of the bill of exchange in the event of nonredemption, unless he or his vicarious agents are guilty of intent or gross negligence.
2. In the event of extraordinary advance performance, reasonable advance payment may be demanded.
3. The client may only offset or exercise a right of retention against an undisputed or legally established claim.
4. If the fulfilment of the payment claim is jeopardised due to a significant deterioration in the financial circumstances of the client which became known after the conclusion of the contract, the contractor may demand advance payment, retain goods not yet delivered and stop further work. The contractor shall also be entitled to these rights if the client is in default of payment for deliveries based on the same legal relationship.
5. In the event of default in payment, interest on arrears shall be payable at a rate of 2% above the respective base interest rate published by the Deutsche Bundesbank in accordance with the Discount Rate Transition Act. This does not exclude the assertion of further damage caused by default.

IV. Delivery

1. Delivery dates are only valid if they are expressly confirmed by the contractor. If the contract is concluded in writing, the confirmation of the delivery date must also be in writing.
2. If the contractor is in default, he shall first be granted a reasonable period of grace. After the fruitless expiry of the grace period, the client may withdraw from the contract. § Section 361 BGB remains unaffected.
3. Operational disruptions - both in the contractor's business and in that of a subcontractor - such as strikes, lockouts and all other cases of force majeure shall only entitle the client to terminate the contract if the client can no longer reasonably be expected to wait any longer, otherwise the agreed delivery period shall be extended by the duration of the delay. However, termination is possible at the earliest four weeks after the occurrence of the operational disruption described above. Liability of the contractor is excluded in these cases.
4. In commercial transactions, the contractor shall be entitled to a right of retention in accordance with § 369 of the German Commercial Code (HGB) in respect of printing and stamping templates, manuscripts, raw materials and other items supplied by the client until all due claims arising from the business relationship have been settled in full.
5. The purchaser must take back and properly dispose of all packaging within the meaning of Section 15 (1) of the German Packaging Act (VerpackG) at his own expense. If the purchaser does not comply with this obligation, we shall carry out the disposal at the purchaser expense without setting a further deadline.

V. Retention of title

1. The delivered goods remain the property of the contractor until full payment has been made.
2. The delivered goods shall remain the Contractor's property until full payment of all claims of the Contractor against the Client existing on the invoice date. The client is only entitled to resell the goods in the ordinary course of business. The client hereby assigns his claims from the resale to the contractor. The contractor hereby accepts the assignment. In the event of default at the latest, the Client shall be obliged to name the debtor of the assigned claim.
3. In the event of processing or treatment of goods delivered by the contractor and owned by him, the contractor shall be regarded as the manufacturer in accordance with § 950 BGB and shall retain ownership of the products at all times during processing. If third parties are involved in the treatment or processing, the contractor is limited to a coownership share in the amount of the invoice value of the reserved goods. The property thus acquired shall be deemed to be reserved property.

VI. Export control

1. The Purchaser undertakes to comply with all relevant export laws and regulations. -of the EU, the EU member states and the USA. In particular, the Purchaser shall review its contractual relationships and ensure that
 - no persons, companies and associations are directly or indirectly supplied with contractual products which are mentioned in the respective valid EU anti-terrorism regulations (Regulation (EC) No. 2580/2001 and Regulation (EC) No. 881/2002 in the respective valid version);
 - no persons, companies and associations are directly or indirectly supplied with contractual products that are named in the respective valid sanctions lists of the USA (in particular - but without limitation - the Denied Persons List, Entity List, SDN-OFAC); 07 /2 02 Subscribe to DeepL Pro to translate larger documents. Visit www.DeepL.com/pro for more information.
 - the products provided and the technical data relating thereto are not intended for and/or

used in a military, nuclear or weapons-related application;

- no military recipients are supplied.
2. The Purchaser further undertakes to document its inspection measures and to provide us with evidence thereof upon request.
 3. Non-compliance with the above-mentioned export laws and regulations constitutes a serious breach of contract on the part of the purchaser, which entitles us to terminate the contract without notice for good cause.
 4. The client shall be liable for any damage resulting from the premature termination of the contract. The Purchaser's obligation to pay damages shall also include compensation for lost profit, indirect damage and incidental and consequential costs.
 5. The Purchaser shall indemnify us against any liability as well as any claims, demands and costs (including expert's and lawyer's fees), obligations to pay damages and fines arising from or in any way connected with the breach of the above obligations.

VII. Complaints/Warranties

1. The client must check the contractual conformity of the delivered goods as well as the preliminary and interim products sent for correction in every case. The risk of any errors shall pass to the client with the declaration of readiness for printing/readiness for production, insofar as these are not errors which only arose or could only be recognised in the production process following the declaration of readiness for printing/readiness for production. The same applies to all other release declarations of the client.
2. Complaints are only admissible within one week after receipt of the goods. Hidden defects which cannot be found after immediate inspection must be claimed within the statutory warranty period.
3. In the event of justified complaints, the Contractor shall be obliged, at its discretion, to the exclusion of other claims, to rectify the defect and/or make a replacement delivery and/or issue a credit note. In the event of delayed, omitted or unsuccessful rectification or replacement delivery, the Client may demand a reduction of the remuneration (abatement) or rescission of the contract (withdrawal).
4. Defects in part of the delivered goods do not entitle the client to complain about the entire delivery.
5. In the case of colour reproductions in all production processes, minor deviations from the original cannot be objected to. The same applies to the comparison between other originals (e.g. digital proofs, press proofs) and the final product.
6. The contractor shall only be liable for deviations in the quality of the material used up to the amount of the order value (manufacturing costs).
7. Deliveries (including data carriers, transmitted data) by the Client or by a third party engaged by the Client shall not be subject to any duty of inspection on the part of the Contractor. This does not apply to data that is obviously not processable or not readable. In the case of data transmissions, the Client shall use state-of-the-art computer virus protection programs prior to transmission. Data backup is the sole responsibility of the Client. The contractor is entitled to make a copy.
8. Excess or short deliveries of up to 10% of the ordered print run cannot be objected to. The delivered quantity shall be invoiced. In the case of deliveries of special paper products, the percentage shall be increased to 20 %.

VIII. Liability

1. The Contractor shall only be liable for damage caused by intentional or grossly negligent conduct, as well as in the event of a breach of essential contractual obligations, insofar as the achievement of the purpose of the contract is jeopardised, in the absence of warranted characteristics and in cases of mandatory liability under the Product Liability Act. In the event of culpable breach of essential contractual obligations, liability shall be limited to foreseeable damage typical of the contract.
2. The same principles apply to the liability of the contractor's vicarious agents and assistants.
3. If claims for damages are asserted, they must be asserted by legal action within four months of the Contractor's written rejection. A later assertion is excluded unless a procedure for the preservation of evidence has been initiated.

IX. Trade custom

In commercial transactions, the trade customs of the printing industry shall apply (e.g. no obligation to hand over intermediate products such as data, lithos, printing plates, ..., which are produced for the manufacture of the final product owed), unless a different order has been placed.

X. Archiving

Products to which the Client is entitled, in particular data and data carriers, shall only be archived by the Contractor beyond the time of handover of the end product to the Client or its vicarious agents after express agreement and against special remuneration. If the aforementioned items are to be insured, this shall be arranged by the Client itself in the absence of an agreement.

XI. Periodic works

Contracts for regularly recurring work may be terminated with at least 3 months' notice to the end of a month.

XII. Industrial property rights/copyright

The Client shall be solely liable if the rights of third parties, in particular copyrights, are infringed by the execution of its order. The Client shall indemnify the Contractor against all claims of third parties due to such an infringement of rights.

XIII. Place of performance, place of jurisdiction, effectiveness

1. The place of performance and jurisdiction for all disputes arising from the contractual relationship, including proceedings involving cheques, bills of exchange and documents, shall be the Contractor's registered office if the Client is a merchant within the meaning of the German Commercial Code (HGB) or has no general place of jurisdiction in Germany. German law shall apply to the contractual relationship. The UN Convention on Contracts for the International Sale of Goods is excluded.
2. Any invalidity of one or more provisions shall not affect the validity of the remaining provisions.