

General terms and conditions of delivery and payment of Gebr. Schabert GmbH & Co. KG

I. General issues

1. All deliveries and services shall be based on these terms and conditions and any separate contractual agreements. Buyer's differing terms and conditions of purchasing shall not become part of this contract even after unconditional acceptance of the order. Any differing purchasing terms and conditions of the customer are hereby expressly rejected.
2. In the absence of a separate agreement, a contract shall come into being only with the supplier's written order confirmation.

II. Price and payment

1. In the absence of a separate agreement, payment of the charge becomes due on the invoice date at the latest.
2. In the absence of a separate agreement, payments must be made free of charge to the bank account of the supplier. On payment within ten days, a 2% discount shall be granted. Otherwise, payment has to be made in full within 30 days of the invoice date.
3. The buyer shall have a right to withhold payments or a right of offset against counterclaims only where such counterclaims are undisputed or have been confirmed by an enforceable title.
4. For orders with a net value of goods of less than € 50,- we charge a handling fee of € 35,-.

III. Delivery period, delay of delivery, transfer of risk

1. Delivery dates are only binding if they have been expressly agreed and confirmed by the supplier in writing. Otherwise, details indicated about delivery periods or delivery dates are not binding and serve for purposes of information only.
2. Adherence to the period of delivery shall be subject to correct and punctual supply to the supplier. Any foreseeable delays shall be communicated to the buyer as soon as possible.
3. The time of delivery is met when the item to be delivered has left the supplier's premises by the end of the stipulated time or is notified as ready for dispatch. Should acceptance be required - with the exception of legitimate non-acceptance - the acceptance date, or alternatively the readiness for acceptance, shall be deemed decisive.

4. If the period of delivery cannot be adhered to because of force majeure, industrial disputes or other events beyond the supplier's sphere of influence, the period of delivery shall be extended accordingly. The supplier shall inform the buyer of the beginning and end of such circumstances as soon as possible.
5. If dispatch or acceptance of the object of the delivery is delayed for reasons which are due to the buyer, any costs resulting from the delay shall be charged to the buyer, starting from the time of the report of the goods' readiness for dispatch or acceptance.
6. The risk of accidental loss of the goods shall pass to the customer on departure from the supplier's premises.
7. In accordance with Verpackungsgesetz (packaging act) § 15, the supplier points out that transport packaging that has been delivered to the buyer will be taken back and reused or recycled.

IV. Reservation of proprietary rights

1. The supplier reserves the proprietary rights to the goods until all payments specified in the purchase contract have been received.
2. Should a business relationship already exist, the reservation of proprietary rights shall continue until all existing claims resulting from the relationship have been satisfied.
3. The processing of the supplied goods by the buyer is always carried out on behalf of the supplier, who shall be deemed the producer.
4. The buyer may resell delivered goods within the framework of his or her proper business procedures. In turn, he or she will relinquish to us the claim due from this resale to the value of the purchased item (net invoice plus sales tax). The authorization to resell shall be deemed as not granted when a prohibition of assignment was agreed regarding counterclaim at the time of the sale.
5. The buyer shall inform the supplier without any undue delay of any seizure or confiscation or other disposal by third parties.
6. Any application for the opening of insolvency proceedings on the part of the buyer entitles the supplier to withdraw from the contract and to request immediate return of the object of delivery.

V. Volume fluctuations

Quantities ordered from stock Strullendorf will be strictly adhered to.

For drop shipments, special sizes, special colours, special weights, unreamed etc. we reserve the right to deliver up to 10 % above or below the ordered quantity. Furthermore the General Conditions of the policies of paper and cardboard manufacturers in the European Community (CEPAC Directive) apply in their current version.

VI. Claims for defects

The supplier is liable for defects of the purchased goods to the exclusion of further claims and subject to clause VII. as follows:

1. Minor deviations and reasonable tolerances in quantity, weight, format or colour - especially those customary in trade - shall not affect the contractually agreed characteristics of the goods and do not entitle to a notice of defects. All standard orders from stock Strullendorf are listed precisely in quantity. In the case of custom-made production ex works (drop shipment), a quantity variance of +/- 10% is considered appropriate. Quantity variance of +20% is appropriate if the customer specifies a "minimum quantity". If the customer specifies a "maximum quantity" -20% quantity variance is acceptable.
2. The buyer undertakes to check the delivered goods immediately. Non-compliant items must be identified and blocked for further processing before high follow-up costs can arise. Complaints can only be recognized if there are optically unacceptable deviations from the standard product or if processing problems arise due to non-compliance with quality values. Complete documentary material must be kept until clarification.
3. If a material defect to the goods is evident on transfer of risk, the defective parts shall be reworked or replaced free of charge at the supplier's choice. The buyer shall notify the supplier immediately in writing upon detection of such defects.
4. The buyer shall give the supplier the necessary time and opportunity to conduct all the remedies and replacement deliveries that appear necessary to the supplier following agreement with the supplier; otherwise, the supplier shall be discharged from liability for the resultant consequences. Only in urgent cases in which operational safety is compromised and/or to prevent disproportionately large damages shall the buyer have the right to arrange for repairs or replacement by himself or through a third party and to demand reimbursement from the seller for the resulting costs.
5. Any immediate costs resulting from repairs or replacement deliveries shall be borne by the supplier, in so far as the complaint proves to be justified. This includes in particular costs of dispatch, material, and labour. However, the supplier is entitled to refuse supplementary performance in so far as delivery of such performance would lead to unreasonable burden on the supplier. In this case, the buyer is entitled to assertion of rights resulting from paragraph 4.
6. Subject to statutory exemptions, the buyer is entitled to withdraw from the contract in accordance with the legal provisions if the supplier fails to meet a reasonable deadline set for the correction of a defect or for a replacement delivery due to a defect. If the defect is trivial only, the buyer shall only be entitled to reduce the contractually agreed price. The right to reduce the contract price shall otherwise be excluded. Other claims shall be determined as stipulated clause VII.
7. If the buyer or a third party carries out improper remedial work, the supplier shall not be liable for the consequences. The same shall apply in the event of changes to the goods delivered executed without the supplier's prior consent.
8. Claims of defect by the buyer or claims for damages that take their place, no matter their statutory basis, expire 12 months after transfer of risk. This does not affect the buyer's right to compensation from the supplier in cases of consumer goods sales.

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VII. Liability

Whatever the legal foundation, the supplier is only liable for damages not to the delivered goods themselves in the case of

- a) intentional damage
- b) gross negligence on the part of the proprietor, his/her agents or managers
- c) culpable injury to life, body and health
- d) defects which he has fraudulently withheld or the absence of which he has guaranteed
- e) defects in the goods delivered if German product liability laws contain liability provisions for damages to persons or private-use property.

In the event of culpable fundamental breach of contract the supplier shall also be liable for gross negligence by the supplier's non-managerial staff and for slight negligence; in the latter case liability shall be limited to the contractually relevant, reasonably foreseeable damage.

All further claims are excluded.

VIII. Applicable law, place of fulfilment, place of jurisdiction

1. The law of the Federal Republic of Germany under exclusion of the UN sales law applies exclusively.
2. The seat of the supplier is the place of fulfilment and legal venue. The supplier, however, is also entitled to sue at the buyer's place of abode and business.

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