

GENERAL BUSINESS TERMS (GTB)

I. Contract execution

1. Our offers are free; this means the binding contract is executed only upon receipt of our order acknowledgement.
2. All agreements require our written confirmation to come into effect. Our order acknowledgement is decisive for contents of contract and scope of delivery.
3. All information on quality, colour, quantities, dimensions and weights are subject to the standard tolerances of the industry.

II. Delivery time

1. Delivery times commence upon date of order acknowledgement. Our obligation to deliver is suspended as long the customer is in default with any liability.
2. We are entitled to make split deliveries.
3. If we are in default with fulfilment of delivery, after fruitless expiration of a remedy period, the customer shall have following rights:
 - a) In case of intent or gross negligence we shall be liable for the damage occurrence of which due to default was to be expected according to the normal course of matters, or according to the information given by the customer at contract execution. The indemnification sum is limited to max. 2% of the value of the delivery object for every commenced week of default of the total value of the contractual object with which we are in default.
 - b) Upon expiration of a remedy period of 2 weeks, the customer is entitled to rescind from the contract. Indemnification may be claimed only if exclusion of this claim would seem grossly unjust with regards to our special fault (intent and gross negligence), with regards to the customer's special interests, or other special circumstances. In which case the liability is limited to the damage occurrence of which due to default was to be expected according to the normal course of matters, but not more than 2 times the value of the delivery object as maximum.

III. Payment terms

1. We invoice with delivery. If an order is delivered in several split shipments, each shipment will be invoiced separately.
2. Costs for drafts, drawings, typos/layouts and printing rolls shall be invoiced with the first shipment. In any case they remain our property.

IV. Shipment and passage of risk

1. Shipment shall be made ex our works or shipment warehouse on risk of the customer, even if freight-free delivery had been agreed, or if we take over transport.
2. If the shipment is delayed due to causes not in our control, we can take the goods on stock on costs and risk of the customer upon notification of readiness for shipment.

V. Reservation of property title

1. We reserve the property of all goods delivered by us until final settlement of all our claims – also claims from other deliveries – including all ancillary claims and until cashing of all bills of exchange and cheques issued for payment. In case of processing, combination or mix with other goods not belonging to the customer, we are entitled to co-ownership in proportion to the invoiced value of our goods to these other goods at the date of processing, combination or mix. This also applies in case of processing of our goods on behalf of us as manufacturer (§950 BGB = German Civil Code).
2. The customer may sell our reserved goods only in his normal course of business, passing on the property reservation, but only as long as he is not in default with payment. Any claims for purchasing price the customer may have from reselling our reserved goods he already today assigns to us in the amount of the invoiced sums until settlement of all our claims. Upon request, the customer has to send us immediately a list of all claims assigned in so far. The order has the revocable right of collecting these claims.
3. We are entitled to rescind – also without notice – and the customer is obliged to hand out the reserved goods, if adherence to the agreement is no longer reasonable (for instance due to payment default, imminent cessation of payments, or dissatisfactory information on the creditworthiness of the customer), or if the customer is in fault of breach of duty as defined under §323 BGB (German Civil Code). Part services by the customer do not exclude the right of rescission. All costs for taking the goods back and using them go on account of the customer.

VI. Warranty

1. Our service is considered contractually delivered if within the limits of the tolerances defined in the Terms of Sales and Delivery of Paper Products of BRANOpac GmbH, and the Terms of Sales and Delivery of Foil Products of BRANOpac GmbH.
2. If a defect occurs in our services, we are entitled to redeliver. If redelivery fails, or if we are in default with redelivery for more than 4 weeks, the customer may claim reduction of compensation, or rescind from the contract.
3. The quality of our products is exclusively defined in our Terms of Sales and Delivery. We assume no further obligations for characteristics and quality of our products, unless a different quality of our products was explicitly agreed in a contract. The characteristics of provided samples do not replace the contractual agreement on quality.
4. Further liability beyond that is limited to intent and gross negligence.

VII. Forfeiture

1. If the customer fails to fulfil his liability, or to fulfil it in due time, he shall forfeit all rights under the agreement, and we are entitled to rescind from the agreement.

VIII. Final clauses

1. We are entitled to store, process and transfer data in the transaction of goods and payments with the customer.
2. The contractual relationship between customer and us is governed by German law. Application of harmonized purchasing law is excluded.
3. For all disputes under this agreement, place of jurisdiction shall be the place defined on the front page, provided the customer is a proper business person, a legal person, under public law, or a special asset under public law. This also applies to obligations from bills of exchange and cheques and for claims for indemnification for what kind so ever. However we are entitled to sue the customer at his place of residence.
4. If any clause of the General Business Terms is or becomes invalid, this shall not prejudice the validity of the remainders.
5. Contracts are exclusively executed under our General Business Terms / Terms of Sales and Delivery. Other terms or General Business Terms of the customer do generally not apply to contracts executed with us.
6. Ancillary agreements, amendments and modifications of and to the agreement require the written form without any exception. This explicitly also applies without exception to the waiver of the requirement of written form. Stipulations of the parties that do not maintain this form are null and void.