

1. All business transactions shall be governed exclusively by the General Sales Terms and Delivery Conditions set forth hereunder unless special agreements are expressly agreed with the contractual partner. Deviating terms and conditions of purchase of a Purchaser will not be accepted.
2. For companies not engaged in a regular business relationship with the Supplier the issuance of satisfactory credit reports constitutes a prerequisite for the execution of a business transaction even if the business transaction had been confirmed earlier without reservation.
3. All offers are without engagement and subject to change without notice. Orders will not be deemed binding upon the Supplier until after issuance of a written confirmation of order. Commercial agreements made by telephone, telegram or by representatives must be confirmed in writing to become legally valid. Offers from stock shall in all cases be subject to prior sale.
4. Invoicing is based on the prices and terms valid on the date of delivery.
5. The costs for outer packaging materials such as boxes, storage racks, pallets, cardboard boxes and crates will be charged to the consignee.
6. The shipment of all goods is ex works, as invoiced and at the Purchaser's risk. We will in no case assume liability for damages or loss in transit.
7. Any notifications about delivery times which are not expressly agreed shall not be deemed contractual covenants.
8. The Supplier will not provide replacements in case of loss, damage or breakage for any samples and templates sent.
9. Tools and moulds are the Supplier's property even if the acquisition costs were assumed fully or in part by the Purchaser.
10. The Purchaser shall be liable for ensuring that any purchase orders issued on the basis of the Purchaser's own specifications for shapes, colours, sizes and weights do not infringe upon any third-party industrial property rights, and shall be liable for any damages, costs, etc. incurred in such cases as a result of any infringements against third-party rights.
11. In case of a delay in delivery Purchaser's claims for damages shall be excluded. The Purchaser is entitled to withdraw from the contract after a reasonable period has elapsed without result, unless the goods were already manufactured.
12. Any events of force majeure or any events of a technical origin which materially affect the Supplier's production entitle the Supplier to withdraw from the contract. In the event of prolonged operational disruptions of such a nature the Supplier is entitled to immediately deliver any partial quantities manufactured for purchase orders on hand. No liability to pay compensation for covering purchases will be accepted. In such cases, any of Purchaser's claims for damages due to delays in delivery shall be excluded. Events of force majeure shall be deemed to include material changes in currency relationships.
13. Complaints will be processed only if submitted to us in writing not later than 14 days following receipt of the goods. Passing-on of the goods to third parties or shipment of the goods to a territory beyond customs borders shall be deemed an unconditional acceptance of the goods.
14. The Supplier retains ownership of the goods delivered until all obligations arising from the business relationship have been met in full, in particular until all checks and bills of exchange offered in payment have been encashed. In case of a resale of the goods the Purchaser shall assign to us any accounts receivable from third parties created by such resale by way of security for the Supplier's accounts receivable mentioned above. The Purchaser shall until further notice be authorised to collect any accounts receivable from third parties created by such resale. The Supplier agrees to release the assigned claims at its own discretion if they exceed the value of its claims to be secured by more than 25% and if they are derived from fully paid goods. The Purchaser agrees to inform the Supplier at any time about its creditors and the amount of the accounts receivable assigned. The Supplier may notify a third-party debtor of this assignment if the Purchaser is in default of payment. Third-party claims which infringe upon the rights of the Supplier shall be immediately notified to the latter.
15. Irrespective of the date of receipt of the goods, invoices shall be paid in Euro currency either:
 - within 10 days from the date of invoice in cash minus 2% discount or
 - within 30 days from the date of invoice in cash without discount.Checks, bills of exchange and accepted bills shall be deemed as cash payment on their date of encashment. In case of a delay in payment exceeding 30 days, annual interest amounting to at least 2% above the respective base rate of the German Federal Bank will be charged from day 31 as default interest or discount charges. Partial payments and advance payments made in the absence of a relevant agreement will at all times be offset against the longest-standing outstanding amounts.
16. Any deviations in the packaging units (quantity) shall be subject to our specifications set forth in the price valid at that time.
17. Delays in payment or other breaches of the contract entitle the Supplier to withdraw from the contract after expiry of a reasonable period of grace or to claim damages for non-performance of the contract. In case of a delay in payment the Supplier may, upon prior notification, also exercise its right of retention for any outstanding deliveries or to demand advance payments.
18. Place of performance for all deliveries and payments shall be the Supplier's registered place of business. Place of jurisdiction shall be the Supplier's locally and technically competent court of all.
19. The substantive law of the Federal Republic of Germany shall apply to all legal relationships and transactions established by the purchase agreement.
20. Our prices for packaging materials do not include any disposal fees for participation in a dual system. The Purchaser agrees to conclude its own relevant agreements with an accredited packaging disposal company.