



General Terms and Conditions of Business and Delivery

1. Scope

Unless otherwise agreed in writing, these General Terms and Conditions apply to all contracts concluded with us.

No provisions and conditions specified by the other party which contradict our general terms and conditions shall be binding unless these were expressly approved in writing; in the latter case, such provisions or conditions will apply exclusively to the contract under which they were approved. Otherwise we are not bound to such provisions and conditions even in those cases where we failed to oppose them.

Should any individual provision be or become void, illegal or unenforceable, the validity of the remaining provisions of contracts and of our General Terms and Conditions shall in no way be affected.

2. Quotation

Prices indicated in our quotations are subject to the condition that the order specifications underlying the respective quotation remain unchanged. Our prices are exclusive of VAT. They are ex works. Prices quoted are exclusive of packaging, freight, postage, insurance and other forwarding expenses.

All prices quoted are confidential and must not be disclosed to any third party.

Costs arising from changes requested by the ordering party – and in particular costs of any production halt resulting from such request – shall be born by the ordering party.

Reprints of proofs or test patterns requested by the ordering party to correct minor deviations from the original shall be deemed changes.

3. Placing of orders

There are no formal requirements for placing of orders.

The ordering party is bound to the order placed.

In placing the order, the ordering party agrees that all posters are marked with the internal order number on the front side in an unobtrusive style.

Our written confirmation note binds us to the performance and delivery of the order. No collateral agreements or amendments shall be effective unless confirmed in writing.

Patterns, layouts, test print patterns and similar preliminary work require the execution of a specific contract. The total production cost shall be refunded by the ordering party. This condition shall not affect the award of the main order.

4. Delivery

The delivery time shall start on the dispatch date of the confirmation note of the order, however no earlier than on the date of receipt of all material required for manufacture. We state delivery time as working days or calendar weeks. Working days are from Mondays to Fridays except holidays.

In shipping the goods, we take the utmost care. We do not accept any liability for defects except in the event of intention and gross negligence. The shipment of the goods shall be performed only on the basis of a written shipping instructions issued by the ordering party which must be submitted during placement of the order.

The delivery deadline shall be deemed met if the contract items have left the works, or if their readiness for shipment has been announced on the date of delivery.

Should delivery delay beyond the agreed deadline, the ordering party must extend the original term in writing. If we failed to deliver the goods after expiry of such period of grant, the ordering party shall be entitled to withdraw from the contract unless such expiry is due to reasons we are not liable for; in particular, such reasons are industrial action, force majeure and unpredictable difficulties that are beyond our domain of influence if these difficulties can be proved to have affected substantially the manufacture or delivery of the contractual items. The same shall apply if subcontractors are subject to the aforementioned conditions.

Beyond this, the ordering party shall be entitled to claims for non-performance at the rate of the predictable damage only if the delay has arisen from gross negligence or intent or any major breach of duty.

If the ordering party requests to delay the delivery, it will be invoiced the storage costs incurred by this starting one month after the announcement of readiness for shipment, however no less than 0.5 per cent of the invoice sum of this delivery ordered for each month. The ordering party shall be entitled to furnish proof that these expenditures have not been incurred or have been incurred at a substantially lower rate than the aforementioned flat rate.

No fixed deadlines (accord. to § 323 par.2 Nr 2 of the German Civil Code) shall be accepted unless we confirmed the date of delivery in writing approving the fixed character of the date.

For the date of delivery to be met, the ordering party must meet all of its contractual obligations.

5. Damage and loss, passage of risk

The risk shall pass to the ordering party no later than on the date of shipment of the parts to be delivered; the same shall apply in case of part shipments or if the forwarder has taken on additional services such as forwarding expenses or delivery and installation.

Upon request and at the expense of the ordering party, the shipment will be insured against theft, breakage, damage in transit, fire and water damage and other insurable risks.

If the shipments delays due to circumstance the ordering party is liable for, the risk shall pass to the ordering party on the day of readiness for shipment.

We do not accept any liability for damage or loss which – due to theft, fire, floods or any other risk – occurred to third-party property prior to passage of risk irrespective of the reasons why such goods are stored or used on our site unless such damage resulted from intent or gross negligence.

6. Complaints

The ordering party shall be obliged to check the first and second proofs as to their compliance with the contract immediately on their receipt, and to immediately complain about any deviations in writing. On release for print, the risk of possible misprints shall pass to the ordering party unless these misprints have arisen, or can be detected only during the production steps following the release. The same shall apply to all other releases issued by the ordering party for further processing or shipment.

Notices of defects must be submitted to the supplier immediately after receipt of the goods in writing and must be specified to detail. Oral agreements and agreements made on telephone must be confirmed in writing immediately.

In all cases, the right of the ordering party to claim defects shall lapse after one year as from the date of delivery.

In case of a justified notice of defect we can, on our own discretion and to the exclusion of further claims, perform corrections or a substitute delivery. The same shall apply in the event of a justified notice of defect as to corrections or a substitute delivery.

In case we refuse remedy or should remedy fail or be unacceptable for the ordering party, the latter shall be entitled to withdraw from the contract or demand price reduction. The ordering party shall not be entitled to claim damages unless in the event of gross negligence or intent.

If the order is about contract processing work or further processing we shall not accept any liability for any possible depreciation of the product to be treated or processed caused by this treatment or processing unless such depreciation has arisen from gross negligence or intent.

Defects in parts of the delivery shall not entitle the ordering party to reject the entire delivery.

We do not accept warranty for damages resulting from the following:

- inappropriate or improper use on the part of the ordering party,
- natural wear and tear,
- incorrect or negligent handling on the part of the ordering party,
- minor deviations from the original in case of colour reproductions, in particular minor differences in colour between individual sheets in large-scale multi-sheet posters,
- minor differences between test prints and the production print.

Over or short deliveries up to 10 % of the quantity ordered shall not entitle to claims. The invoice shall be based on the quantities as supplied.

7. Compensation in damages

The right to claim damages for causing death, injury or damages to health shall remain unaffected by items 4, 5 and 6 if such damage have arisen from intentional or negligent breach of duty on our part, or on the part of any of our legal representatives or persons in the performance of our obligations.

8. Data archiving

Originals, digital data, stocks, punches and other object needed, as well as semi-finished and finished products will not be stored beyond the date of delivery unless agreed in advance and for valuable consideration. If provided by the ordering party, the aforementioned objects will be handled with care until the date of delivery. We do not accept liability for damages unless in case of gross negligence or intent. In case the above objects require insurance coverage, a corresponding police shall be taken out by the ordering party. Unless otherwise expressly agreed, semi-finished films and finished films (projections) will be destroyed 24 months after their last use.

9. Default in acceptance, storage of finished goods

The ordering party shall be deemed in default if it failed to collect all goods within one month as from the date of announcement. Paid but not collected finished goods will be deposited off at the expense of the ordering party no later than 6 months after commencement of the default period.

We reserve to decide whether to store multi-sheet posters in a folded or flat condition in order to avoid unnecessary handling expenses for deferred deliveries.

10. Periodically recurring works

Contracts that relate to periodically recurring works shall be subject to a 3-month's period of notice and shall be terminated with effect from the end of the corresponding last month of such period. No notice shall be binding unless in writing.

11. Property, copyright

All stocks, films, punches and similar objects used shall remain our property even if they were invoiced separately, and not supplied.

The ordering party shall be solely liable if the performance of its order violates third-party rights; in particular, this applies to copyright. The ordering party shall indemnify us, without reservation, against all third-party claims for such breach.

12. Retention of title

We reserve the title to the contract item until payment in full due under the contract has been received. We shall be entitled to insure the contract item at the expense of the ordering party against theft, breakage, fire, water damage and other risks unless the ordering party has proved a corresponding insurance coverage to exist.

The ordering party shall not be entitled to pledge the contract item; neither shall it be entitled to transfer it as a security.

The ordering party shall be entitled to resell the goods within the frame of legitimate practices. In placing the order with us, the ordering party shall assign to us, in advance and at the rate of the invoice amount, all claims receivable from a third party which the ordering party may be entitled to as a result of such resale. We shall accept such assignment. After completion of the assignment, the contractor shall be entitled to collect the claim. We reserve the right to collect the claim without participation of the ordering party if the ordering party fails to duly exercise its financial obligations, and falls into arrears

Treatment and processing of the goods by the ordering party shall always be on behalf and by order of us. Should the processing be effected using objects not owned by us, we shall obtain joint ownership in the new property proportionately to the value of the goods delivered by us as compared to the remaining objects processed. The same shall apply if the goods are mixed with other objects which are not in our possession.

The ordering party shall be obliged to notify us if any third party can access the goods such as in case of a seizure of the goods, and to advise us of any damage to the goods and its destruction. The ordering party shall notify us immediately of any change in ownership of the goods and of any change of its residence.

In the event of violation of the contract on the part of the ordering party, and in particular in case of default in payment, we shall be entitled, after sending a reminder, to collect the contract item. The ordering party shall be obliged to return the goods.

13. Payment

Payment (net price + value added tax) must be made to us within 30 calendar days following the date of invoice without deducting any costs or charges. We reserve the right to issue a separate invoice for part deliveries on the day of readiness for shipment. Cost advanced by us for shipment, postage, insurance or other costs of delivery shall be refunded immediately on receipt without granting any term of payment. We shall be entitled to invoice an extra handling charge on the aforementioned costs of delivery.

No bills of exchange will be accepted as means of payment unless explicitly agreed in advance. The ordering party shall bear and pay any discounts and out-of-pocket expenses. The ordering party shall be entitled to demand us to advance the costs of applicable material.

The ordering party shall be not entitled to offset unless against a claim that is uncontested or legally effective. Beyond this, the ordering party shall have no right of retention or any other right. The rights granted under section 320 of the German Civil Code shall remain unaffected if we fail to fulfil our obligations defined under item 6 par. 4.

If, due to liquidity problems on the part of the ordering party, the satisfaction of a claim for payment appears to be at risk for default after conclusion of the contract, we shall be entitled to demand prepayment or immediate payment of all outstanding invoices including all invoices that are not yet due. Apart from this, we shall be entitled to stop orders that have not yet been supplied. The same rights shall apply if the ordering party fails to make a due payment after receipt of a reminder following default in payment.

In the event of default in payment, interest on arrears at the rate of 8 percent over the respective shall become due to be paid. This shall not exclude assertion of further damages caused by default.

14. Place of jurisdiction

For all disputes arising from the contractual relationship – if the ordering party is a businessman, a legal person under public law or a special fund under public law – shall be settled before the court competent in the place of business or in the place of residence of the corresponding branch office performing the delivery. We shall also be entitled to bring action in the place of business of the ordering party.

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