

I. Areas of validity

1. For all deliveries and services of Stempel-Herbst GmbH („Stempel-Herbst“) these General Sales and Delivery Conditions (T&C) apply exclusively.
2. Conflicting conditions or conditions deviating from the Stempel-Herbst General Terms and Conditions or conditions by the Client which change the contract are herewith rejected. They shall only be valid vis-a-vis Stempel-Herbst agrees in writing. This shall also apply if the ordering party refers to its or other General Terms and Conditions in the offer or in the order confirmation. Delivery or the provision of other services does not constitute agreement with the terms and conditions of purchase of the the contracting client.
3. With the initial delivery according to these T&C the contracting client also acknowledges their validity for all further orders, even if they are not expressly agreed again.

II. Conclusion of contract, prices

1. All offers of Stempel-Herbst are without obligation. After an order by the contracting client contact (hereinafter „individual contract“) a contract shall be valid only by the written confirmation of the order by Stempel-Herbst. The silence after an order or offer of the contracting client does not constitute acceptance of that.
2. The prices indicated in the Stempel-Herbst Estimate apply provided that the specifications in the order are the same as those in the estimate, but no longer than four month after submission of the estimate to the contracting client. In the case of orders with delivery to a third party, the purchaser shall be considered to be the client unless otherwise expressly agreed. The prices are exclusive of value-added tax (VAT). They do not include packing, freight, postage, insurance or other forwarding costs.
3. Subsequent alterations at the instigation of the customer including the machinery idling time as a result thereof shall be charged to the customer. Repetition of test prints on behalf of the client due to minor differences from the original pattern are considered as alterations.
4. Sketches, drafts, sample typesetting, sample prints, proofreading proofs, changes to delivered/transferred data and similar preparatory work which is initiated by the client shall be invoiced. The same shall apply for data transfers.

III. Payment

1. Unless any other conditions of payment are expressly agreed upon in the written confirmation of the order, the invoices shall be due for payment without deduction within 10 days upon the date of the invoice. Any agreement regarding a discount shall not apply to freight, postage, insurance or other shipping costs. The invoice shall be issued as per the date of delivery, partial delivery or readiness for delivery (amount owed to be collected at debtor's address, default of acceptance). Bills of exchange shall only be accepted upon special agreement and pending full discharge of the debt without grant of any discount.
2. With extraordinary preliminary performance, a reasonable advance payment can be demanded.
3. Client can only exercise set-off with accounts receivable or exercise a right of retention herewith if such are undisputed or determined with final res judicata effect.
4. Should performance of the payment claim be put at risk due to a substantial deterioration of the property relationships of the client which become known after the conclusion of the contract, then Stempel-Herbst can demand an advance payment, can retain not-yet delivered goods as well as discontinue further work. Stempel-Herbst shall also be entitled to these rights if the client is in default with the payment for deliveries which relate to the same legal relationship. § 321 II BGB remains unaffected.
5. Payments must be made in good time so that the invoice sum is available for use by Stempel-Herbst on the due date at the very latest. With default of payment, default interest in the amount of 8 % above the respective base interest rate shall be paid. A claim of more extensive damages shall not be precluded hereby.
6. In commercial transactions, Stempel-Herbst shall be entitled to a right of retention pursuant to § 369 German Commercial Code (“Handelsgesetzbuch“) to print and stamp samples, manuscripts, raw materials and other items delivered by client until the complete payment of all accounts receivable due from the business relationship.

IV. Delivery

1. Delivery dates stated by Stempel-Herbst in the order confirmation are always non-binding unless Stempel-Herbst expressly confirms a binding delivery date in writing. If the client prior to the delivery of the goods to provide cooperative actions (eg deliveries to Stempel-Herbst, grant of approvals, an advance payment / prepayment), the delivery period shall be extended or moves the delivery date in case that the Client in delay in act of cooperation to the period until the full execution of the act of cooperation.
2. In case of non-compliance with agreed delivery deadlines or periods by Stempel-Herbst due to unforeseen events, unintended by Stempel-Herbst, on both the Stempel Herbst and the subcontractor side, such as operational disruptions, strikes, lockouts, not timely supply of required materials or any other cases of force majeure, whereby labor struggles in our own as well as in subcontractor companies and government action and civil unrest are regarded as force majeure, Stempel-Herbst will not come into a contractual delay. The agreed delivery time will rather extend correspondingly by the period of the hindrance. Stempel-Herbst will inform the contracting entity immediately appropriate delay. If the delivery is delayed for more than 6 weeks, the customer is entitled to. In case of a delay for more than 6 weeks, either contracting party is authorised to withdraw from the contract. The client is not entitled to compensation in the event of such a withdrawal from the contract.
3. Stempel-Herbst provides the contractual goods for collection by the client. If it has been agreed in an individual contract in writing that the goods shall be dispatched, then the customer bears the risk as soon as the consignment has been handed over to the person carrying out the transport. Transportation insurances are only drawn up at the express wish of the client and at the client's cost.
4. Stempel-Herbst shall be entitled to make partial deliveries and render partial services at any time unless the partial delivery or partial service is of no interest for the client.
5. Stempel-Herbst shall take back packaging within the framework of the obligations incumbent upon it on the basis of the Packaging Ordinance. Client can return packaging in the business operation of Stempel-Herbst during normal business hours after timely prior notification, unless it is notified of another acceptance/collection site. Packaging can also be returned to Stempel-Herbst at the time of delivery unless client is notified of another acceptance/collection site. Packaging shall only be taken back directly after delivery of the goods, with subsequent deliveries only after timely prior notification and readiness. The costs of the transport of used packaging shall be borne by client. If the acceptance/collection site designated is more distant than the business of Stempel-Herbst, then client shall merely bear the transport costs which would accrue for removal to the business of Stempel-Herbst. Packaging which is returned must be clean, free of adulterating substances and sorted out in accordance with different packaging. Otherwise, Stempel-Herbst shall be entitled to demand the additional costs accruing for the disposal from client.

V. Retention of title

1. The supplied goods remain the property of the Seller until the complete settlement of all accounts receivable arising from the business relations between Stempel-Herbst and the client has been made. The client shall be entitled to work up, restrict and / or sell the goods in the ordinary course of business. Processing or restructuring of the goods by the client shall always be carried out in the name of and on behalf of Stempel-Herbst.
2. The client herewith assigns his claims from any resale activities to the provider. Stempel-Herbst herewith accepts the subrogation. At the latest in the case of arrears, the customer is obligated to name the debtor for the assigned claims. If the value of the existing collateral held by the provider exceeds the provider's claims by more than 20%, then the provider, upon request by the customer or a third party affected by the provider's over-collateralization, is obliged to release collateral items of his choosing.
3. If the retained goods are processed or irreversibly associated with other items that do not belong to Stempel-Herbst, then we acquire co-ownership on the new item in relation to the value of the goods' invoice value to the other processed mixed goods at the time of processing. If our ownership expires as a result of combining or mixing, the client shall transfer ownership rights to Stempel-Herbst now for the new item on product to the level of the retained goods and shall hold them in custody on our behalf at no charge. For the item produced in processing the same applies as for the reserved good.
4. The client is entitled to collect the receivables resulting from the sale until further notice. The client shall, on our request, have a duty to provide Stempel-Herbst with information on all assigned claims and in particular to provide us with a list of the relevant debtors with their name, address, amount of the claims and date and number of the invoices and on our request to provide Stempel-Herbst with all documents required for asserting the assigned claims. Stempel-Herbst shall have the right of notification of the

debtor of the client.

5. The customer is not entitled to pledge the reserved goods not to assign them by way of security to third parties. Stempel-Herbst can demand that the client notify it of the assigned accounts receivable and the respective debtor thereof, that buyer provide all information necessary for collection, hand over the related documents and inform the debtors of the assignment.

VI. Proofs, supplies, deviations

1. The client is obliged to immediately check all goods as well as preliminary or intermediate products for their adherence to contractual stipulations. Any risk of mistakes is transferred to the customer once a product has been released for printing or manufacturing, as long as the mistake was not one that occurred or was recognized during the subsequent printing/production run. The same applies for all other clearance authorizations from the customer.
2. Stempel-Herbst is responsible for deviations in the quality of the material used up to the value of the order. The liability does not apply if the customer provides the material.
3. Negligible deviations from the original can not be claimed for color reproductions, regardless of the manufacturing process. The same applies for the comparison of originals with the end product (e.g. digital proofs, press proofs). Furthermore, liability is not assumed for defects that do not affect or only insignificantly affect the value or usage of the product.
4. Deliveries (including data storage media, transferred data) from the customer or from a contracted third party are not subject to inspection by the provider. This does not apply for data that obviously cannot be processed or is not readable. The customer is obliged before any data transfers to have installed the latest anti-virus software programs for his computers. Backup of the data is solely the responsibility of the customer. The provider has the right to create a copy.
5. Generally the full specified edition is delivered. Deliveries that exceed or fall short of the ordered quantities by up to 10% can not be claimed and shall be deemed approved by the client. Only the delivered quantity will be invoiced. For deliveries of special paper products under 1,000 kilos that percentage is raised to 20%; under 2,000 kilos it goes down to 15%.

VII. Duty to examine, defects and warranties

1. The Customer is thereby obliged immediately following receipt of the goods to inspect all delivered parts for completeness, accuracy and defects, and to immediately report and detail in writing any objections within no more than 5 working days following receipt of the goods. Otherwise the goods are deemed to be approved, excluding hidden defects. Hidden defects shall be notified in writing within two weeks of the defect being established, otherwise the product is considered to be approved even in consideration of this defect.
2. In the case of complaints by the client, the customer must promptly give Stempel-Herbst an opportunity to inspect the goods. Upon our request, the rejected goods or a sample thereof has to be sent by the client at the expense of Stempel-Herbst to Stempel-Herbst.
3. If a complaint is justified, Stempel-Herbst is entitled to choose rectification (elimination of the defect) or a subsequent delivery (replacement delivery). If Stempel-Herbst should not comply with these obligations within a reasonable period, or if the rectification of the defects should fail despite repeated attempts, the client shall be entitled to demand a reduction in payment (abatement) or a cancellation of the order (withdrawal).
4. Defects of parts of the delivery cannot be the reason for the claim of the entire delivery, if it is possible to provide perfect from defected goods by reasonable means.

VIII. Liability

1. Any claims for damages and reimbursement of expenses on the part of the Purchaser are excluded, regardless of their legal basis.
2. Such exemption from liability shall not be applicable to cases involving
a) intention and gross negligence by the seller, his legal representatives or his vicarious agents,
b) in cases of minor negligent breaches of essential contractual obligations by Stempel-Herbst and in the event of gross negligence by individual employees, the liability for damages is limited to the compensation of the typical damage foreseeable on conclusion of the contract,
c) in the case of culpable injury to life, body or health of the customer by the supplier or their agents and representatives,
d) in the case of fraudulent concealment of defects and deficiencies and assumed guarantee for the quality and nature of the goods,
e) claims under the Product Liability Act.

IX. Statute of limitations

Claims for compensation of damage of buyer due to a defect shall be time-barred after one year as of delivery of the goods. This shall not apply for Section VIII.2. or if seller is charged with fraud.

X. Commercial Usage

In commercial transactions, the commercial usage in the printing industry shall apply (e.g. excess or shortfall deliveries, no obligation of surrender of interim products such as data, lithographs or printing plates which were produced for the manufacture of the end product owed), insofar as no deviating contract has been made.

XI. Archiving

Products due to the client, in particular data and data storage media, are only to be archived by the provider given express consent by the customer and in return for special compensation at the time of delivery of the end product to the customer or its agents. If the objects mentioned above are to be stored, the customer must store them if no agreement was made to that effect.

XII. Cyclical work

Contracts regarding regularly recurring work and without an agreed fixed final date, can be terminated with a period of notice of at least 3 months before the end of the month.

XIII. Intellectual Property Rights/Copyright

Client shall be solely liable if rights of third parties, in particular for manuscripts, copyright rights are infringed as a result of the performance of its contract. Client shall indemnify Stempel-Herbst against all claims of third parties on the grounds of such an infringement of rights.

XIV. Miscellaneous

1. The exclusive place of jurisdiction for all and any disputes arising from or related to the contractual relationship is Munich. The laws of the Federal Republic of Germany shall apply. The provisions of the UN-Sale of Goods Law (“CISG“) shall not be applicable.
2. Should individual provisions of the contract including the General Terms and Conditions of Sale be or become invalid in whole or in part, such shall not affect the validity of the remaining provisions. The completely or partially invalid regulation shall be replaced by a regulation which comes closest to the economic success of the invalid provision.
3. Amendments and supplements to these Terms require the written form in order to be legally binding. This also applies to the writing requirement itself. In case of doubt, the German version of this Terms and Conditions shall be the binding version.