All agreements and offers shall be based upon the following conditions of sale and delivery. These conditions shall be recognized by the buyer/purchaser by accepting a delivery in case the order has been given the opportunity within the scope of the business relation of taking notice of the contents of these conditions in due time and reasonable manner. Any deviations or modifications hereon that are substantially deviating from the agreements accepted by the consignee shall not be binding even though they have not been contradicted expressly.

1. Tender

Tenders shall only be binding when being drawn up in writing. They shall be without engagement. The acceptance of the tenders only constitutes the order being acknowledged (acknowledgement of order or accomplishment of delivery). Any supplementary agreements, modifications, supplements or the cancellation of the contract as well as the assurance of properties shall only be binding if we have informed them in writing. Any verbal or telephonic discussions about such matters of whatever kind shall be deemed to be only preparatory and without obligation.

2. Execution

Any documents concerning the execution and submitted by us to the orderer shall have to be examined by the latter, in fact likewise concerning all of the properties being essential and required for the utilization of the packaging material. If any corrections etc. are necessary, they shall have to be communicated to us without delay. If the documents are not completed immediately, they shall have been approved. We do not undertake any responsibility for any possible faults if the order is completed according to the approval.

3. Prices

Our prices are stated in EUR as net prices (excluding VAT) ex works. Any increases in material costs and wages occurring after the conclusion of the contract as well as any other increases in costs shall entitle us to increase the price agreed upon by the additional costs.

4. Payment

The invoice payment shall be effected in EUR. All invoices shall be payable within 8 days from the invoice date less 2 % cash discount or within 30 days net; until old invoices being already due to be paid resulting from previous deliveries are paid in full, a cash discount shall not be granted. If the invoice is not received within 30 days net from the invoice date, we shall be entitled to charge interest payable on arrears of 1 % per month as of the 31st day. Bills of exchange shall only be accepted according to a corresponding agreement and like cheques on an account of the discharge. Any interest and costs for discounting or collecting bills of exchange shall have to be paid by the orderer. We shall not be held liable for presenting, protesting for non-acceptance, etc., in due time. In case the orderer falls into arrears with the payment or the payment is delayed, all delinquent payments shall become payable immediately. In case the obligations to pay existing within the scope of the business relation are not complied with, or in case an essential deterioration of the orderer's financial standing is proved to have occurred, we shall be entitled to make the ongoing execution of the order and the delivery conditional upon an appropriate surety or payment in advance. This shall be applicable, too, if it later emerges that the financial standing was fundamentally worse at the time when the contract was concluded than we had presumed. In case the surety is not produced or the payment in advance is not effected within a reasonable period of time to be set by us, we shall be entitled to refuse the performance. In case the orderer refuses to pay the invoice sent back, the orderer shall be liable for the costs entitling us to increase the price agreed upon by the additional costs.

5. Reservation of Proprietary Rights

All goods and products supplied by us are exclusively delivered by reserving our proprietary rights. The orderer shall remain the property up to the whole of the claims resulting from the business relation including any incidental claims, claims for damages, are paid in full – in case of payments made by cheque and/or bills of exchange until these are cashed in. This shall be applicable, too, when the whole of our claims or individual claims of ours have been included in a current invoice and the statement has been balanced and acknowledged. So far as the payment is made according to the cheque procedure (reverse bill of exchange), the property shall only be transferred to the orderer, if the goods have been accepted and the payment has been made accordingly. In case the orderer refuses to pay the invoice sent back, the orderer shall be liable for the costs entitling us to increase the price agreed upon by the additional costs.

6. Term of Delivery

Terms of delivery are stated as approximate terms. The agreement upon fixed terms shall require of the existing sureties exceeds the claims to be secured by more than 20 %, we shall be obliged to refuse the performance. The orderer shall have to cooperate in ordering the execution according to the cheque procedure (reverse bill of exchange), the property shall only be transferred in case the goods have been accepted, the claim for compensation shall be limited to the damages being foreseeable at the time of the conclusion of the contract. The compensation for damages arising from defects shall be excluded. We shall be liable for light-faßness, variability and variations of colours and bronze pigments as well as for the quality of any gluing, varnish, etc., only so far as defects of the materials have been discovered, or in cases of unhealthy elements or special requirements, if the total quantity of scrap – i.e. up to 2 % of the total quantity – shall not give grounds for any complaint.

11. Copyright

The orderer shall be liable for verifying the copyrights on his own. The copyright and the right to duplication according to whichever procedure and for whichever purpose concerning some sketches, designs, originals and the like shall be left up to us subject to any other express regulation.

13. Tools

Any tools shall remain our property with the reservation of other regulation in writing even if the orderer has been charged for the costs of the tools. So far as costs of tools have been indicated, the statement of these shall be based upon an estimation. If the amount turns out not to be sufficient, we shall be entitled to invoice the factual expenditure.

14. Sketches, Designs and Other Preparatory Work

The invoice shall be effected in case the order is not placed.

15. Identification Marking

We reserve our right to fix our company stamp, company logo, etc., to goods of any kind according to the corresponding practice and to the space given.

16. Social Standards

Sicht-Pack Hagner has obliged to comply with social standards of SA8000, amfori-BSCI and Sedex. Suppliers and customers are invited to respect and implement these as well.

17. Place of Fulfillment and Jurisdiction

Fulfilment shall be Stuttgart. The German law shall exclusively be in force.

BRGCS Class A | FSSC 22000 | ISO 9001 | ISO 14001 | ISO 50001 | ISO 45001 | SA 8000