All agreements and offers shall be based on the following conditions of sale and delivery. These conditions shall be deemed to be recognized by the orderer placing an order and accepting a delivery. A contract shall be considered as concluded only if it is evidenced in writing and signed by the business partner. The conclusion of a contract shall not be binding even though they have not been contracled expressly.

1. Tenders

Tenders shall only be binding when being drawn up in writing. They shall be without engagement. The contract shall only come into existence by the order being acknowledged by us (acknowledgement of tender or order 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 confirmed them in writing. Until being confirmed in writing, all of the verbal or telephonic discussions about such matters of which we have been informed shall be deemed to 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 those 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 contradicted 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 invoicing and 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 and paid results from previous deliveries and paid in full, a cash discount shall not be granted for new invoices.

In case the invoice is not settled within 30 days net from invoice date, we shall be entitled to charge interest payable at the rate of 1 1/2 % per month as of the 31st day. Bills of exchange shall only be accepted according to a corresponding agreement and like cheques only on account of the discharge. Any interest for costs of discounting or collecting bills of exchange shall have to be borne by the orderer. We shall not be held liable for presenting, protest- ing for non-acceptance, etc., in due time.

In case the orderer falls into arrears with the payment or acceptance, all of the outstanding invoices shall become due immediately.

In case the orderer fails to satisfy the bills of exchange immediately, the orderer 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 has not been produced or the payment in advance is not effected within a reasonable period of time, the orderer shall be entitled to refuse the performance. The enforcement of any rights of distrainment or setting any claims off against any counterclaims shall be inadmissible so far as – in the case of setting claims off – the counterclaims have not been determined to be legally valid or have not been acknowledged by us. Such a circumstance shall also be existing when our credit insurance declines to cover the claims against the orderer.

5. Reservation of Proprietary Rights

All goods and products supplied by us are exclusively delivered by reserving our proprietary rights. The goods shall remain our property until 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 of bills of exchange until these are cashed in.

The orderer grants us a reasonable extension which has to be at least 4 weeks declaring that he will not be derived from such prolongation incumbrancies (providing documents, approving the documents about the execution, etc.), adhering to the term of delivery agreed upon in case the orderer immediately complies with his obligations.

6. Term of Delivery

The execution of the order shall be effected within the scope of the technical requiremen- ts, the quality of the material and process engineering. We reserve our right to deviations from the qualities of the materials according to the pre-suppliers’ terms of delivery.

10. Delay of Acceptance

In case the orderer falls into arrears with accepting the goods and we declare after granting an extension that we, for our part, demand performance and require damages on account of non-fulfilment, resp. the orderer refuses without authorization to fulfil the contract, we shall be allowed to call for damages in the amount of 35 % of the order value and in case of non-standard goods in an amount of 70 % of the order value or to demand compensation of the claims on account of non-fulfilment, resp. the orderer refuses without authorization to fulfil the contract, we shall be allowed to call for damages in the amount of 35 % of the order value and in case of non-standard goods in an amount of 70 % of the order value or to demand compensation of the claims on account of non-fulfilment, resp. the orderer refuses without authorization to fulfil the contract, we shall be allowed to call for damages in the amount of 35 % of the order value and in case of non-standard goods in an amount of 70 % of the order value or to demand compensation of the claims on account of non-fulfilment.

11. Complaint, Guarantee

The goods shall have to be examined immediately after arrival at the place of destination. Any complaints shall only be allowed to be made in writing and shall have to be received by us within 7 days after receipt of the goods. The orderer shall have to communicate to us any complaints that the orderer’s obligation to examine the goods delivered shall be existing, too, in the case that outturn samples have been sent. Any complaints on account of concealed defects that cannot be found after an immediate examination shall only be allowed to be made when the written complaint is received to us within 3 months after the goods have left the works.

The examination shall have to cover all qualities being essential and required for the utilization of the packaging material. Defects of a part of the delivery shall not be able to give reasons for any complaint with respect to the whole of the delivery. In case of material defects, the orderer shall be allowed to demand improvement and, in case it is not possible, to call for a delivery to replace the damaged items. In case the defect is not essential, we shall be allowed to demand that a reduction of the purchase price is merely considered. If the improvement resp. the delivery of replacement fails, the orderer shall be allowed to demand compensation of the purchase price or cancellation. We shall be liable on account of whichever legal justification purely and simply for the consequences resp. the agents as well as any other defects of the delivery. The liability to compensate for minor negligence and for any fault of any assistants shall be excluded. In the case of any liability to be accepted, the claim for compensation shall be limited to the damages being foreseeable on the basis of the time at the conclusion of the contract. The compensation for damages arising from defects shall be excluded.

We shall be liable for light-faults, variability and variations of colours and bronze pigments as well as for the quality of any gluing, varnish, etc., only so far as we have been_VISIBLEแต่หรือ>The compensation for damages arising from defects shall be excluded.

12. 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 regula- tions.

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 binding on an examination. 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

shall be invoiced even if 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. In case any individual clauses of these terms should be become ineffective, the remaining agreements shall nevertheless remain effective.

17. Place of Fulfilment and Jurisdiction

shall be Freudenstadt. The German law shall exclusively be in force.