

# General Terms and Conditions of the Company Brohl Wellpappe GmbH & Co. KG – Brohl Wellpappe

## Scope of Application

**1.1.** These general terms and conditions are valid for all contracts, deliveries and services of the company Brohl Wellpappe, also for all future business. Conflicting or deviating conditions of the customer from our sales conditions, will only be recognized by us, when we expressly agree to them in writing

**1.2.** In as far as single points deviate from or add to our conditions, here expressed, individual agreements must be made in writing.

## Prices

**2.** The offer prices are in each case net prices to which valued added tax at the prescribed rate on the day of delivery must be added.

## Delivery Commitment

**3.1.** A delivery term is valid in as far as it is not expressly agreed as a fixed date and marked as such, as only an approximate delivery date or term. Binding delivery dates must be made in writing.

**3.2.** The keeping of the delivery and service obligations of the company Brohl Wellpappe assumes a timely and orderly fulfillment by the customer of his obligations. We are obliged to inform the customer without delay of any delays and their anticipated duration. Should the delay be inappropriately long, then both contracting parties may withdraw from the contract without penalty.

**3.3.** Generally the customer can only withdraw from the contract due to delivery delays after setting an appropriately long extension of delivery date. The assertion of further claims for loss is excluded.

## Quantity and Quality

**4.1.** We are assuming that our packages are not intended for direct food contact. Should this nonetheless be the case, then the customer is obliged to inform us. Our packages do not constitute a functional barrier, unless expressly confirmed by us.

**4.2.** Samples and patterns are only valid as approximate models for quality, measurement and colour in as far as it is not otherwise agreed in writing.

**4.3.** No guarantee is given, that deliveries consistently turn out or are absolutely identical with the pattern shown. Deviations in particular in the structure and colour must therefore be taken into account, in so far as they are not apparently unacceptable in individual cases. This counts especially in regard to deliveries of large orders, which can not be processed together.

**4.4.** Weight differences with papers used up to 5 % do not count as short weight.

**4.5.** Excess or short deliveries are, according to size of order, unavoidable due to production, transport and packing techniques and in large orders up to 500 pieces in a range of 20 %, from 500 to 3.000 pieces in a range of 15 %, plus from 3.000 pieces in a range from 10 % are allowable. In each case the actual amount delivered will be charged.

## Delivery and Transfer of Risk

**5.1.** In so far as it is not expressly otherwise agreed, the delivery is agreed ex works. The place of fulfillment of the service obligations is the place of loading. In as far as nothing to the contrary is agreed in writing, the prices are valid ex works including packaging but excluding delivery.

**5.2.** The risk is transferred to the customer on collection by the forwarder, freight carrier or person collecting the goods as he leaves the store in his vehicle. Should the dispatch be delayed by the wish of the customer, then the risk is transferred to him on receipt of readiness to dispatch.

**5.3.** With each delivery of goods on pallets the customer must return each time the same number of pallets, in so far as the customer's own pallets are not used. We keep an account of pallets which are the customers. The customer may receive a copy of this if he so desires. This clause is not valid for one way pallets.

## Payment

**6.1.** In so far as not otherwise agreed in writing, payment must be made in full within 30 days of date of invoice.

**6.2.** In the case of delay of payment, we are, without injury to other rights to holding back all pending deliveries, also due to other business authorized to delay without thereby being liable for late delivery.

## Offset, Reduction, Retention

**7.** The customer is only authorized to offset or reduce, also if claims or counter claims are asserted, if the counter claims are legally determined, not disputed or recognized. The customer is only allowed to exercise a right of retention in so far as his counter claims refer to the same contractual relationship.

## Reservation of Title

**8.1.** We reserve right of title to the goods until all payments concerned therewith have been received. Should the customer be in breach of contract in particular be late in paying, then we are entitled, to take back the goods. The taking back of the goods by us equates to a cancellation of the contract. After taking back the goods we are entitled to value them, the proceeds are offset against the customer less appropriate valuation costs.

**8.2.** The customer is obligated to handle the goods with care; in particular he is obligated, to insure at his own cost and at value at new against damage caused by fire, water or theft.

**8.3.** The customer must immediately inform us in writing of any third party interests or seizure of the goods, in order that we may take action according to § 771 ZPO (German Code of Civil Procedure). In as far as the third party is not in a position to reimburse us for court costs and out of court costs of a claim according to § 771 ZPO, then the customer is liable to us for the difference.

**8.4.** The customer is authorized, to continue to sell the goods in an orderly manner; he already assigns to us however all outstanding monies to the full value of the final invoice amount (incl. VAT), which accrue to him from his customers or third parties and independent therefrom, whether the goods have been resold with or without further processing. The customer remains for the collection of this demand the customer is entitled to collect also after relinquishment. Our authorization, the demands themselves, this stays undisturbed by this. We obligate ourselves, however, not to represent the company's demands, as long as the customer fulfils his payment obligations from the proceeds received, does not run into arrears and in particular no application for settlement, default or bankruptcy proceedings are pending. Should this be the case, then we can demand, that the customer make known to us the demands and the name of the creditor to whom they refer, makes all necessary information available to us, all documents distributed pertaining thereto and informs the creditor (third party) of the surrender.

**8.5.** We obligate ourselves, to make available all securities due to us on demand of the customer in so far as, the realisable value of the securities to secure our demands exceeds the demands by more than 10 % ; the choice of which securities to release remains with us.

## Liability for defects, severall and joint liability

**9.1.** Customer claims for defects assume, that these are made legally according to § 377 HGB debt investigation and liability to complain.

**9.2.** The statute of limitations for defect claims is one year calculated from transfer of risk.

**9.3.** After treatment or processing of the delivered goods no apparent defects and/or transport damage can be made. Further working on the goods counts in this case as a delivery made according to contract.

**9.4.** As soon as we are aware of an actual defect, we are authorized under proviso of timely reporting thereof and at our discretion to improve or to make replacement delivery. Should we not be prepared to remove the defect or make replacement delivery, not in a position to or delayed more than by an appropriate limit set by the customer by reasons, which are our fault, or the improvement or replacement goes wrong in one way or another, the customer is authorized to withdraw from the contract or to demand a price reduction. However we have opportunity to supplementary performance within an appropriate time limit.

**9.5.** Further claims by the customer no matter on what legal basis are excluded. In particular we are not liable for damages, which did not come about on the delivered goods themselves, equally so we are not liable for lost profits or other financial losses of the customer, this counts especially for damage claims for blame at the end of contract, on account of other injury of obligation or due to tortious liability to replacement of damage to property according to § 823 BGB (German Civil Code).

The regulations for limit of liability in these general terms and conditions are not applicable:

- For intentionally caused or grossly negligently caused damages,
- In the case of culpable injury of the life, of the body or of the health of the customer
- Defects with malice aforesaid to fraudulent guarantee claims,
- By claims on the product liability law.

**9.6.** For damage to pressure discs, cutting dies, blocks or other things brought, which are passed to us, we are only liable in the case of gross negligence with intent. We reserve the right to keep all the aforementioned items passed to us by the customer for our use for a period of two years after finishing of the last contract. At the end of this two year period we will destroy the above mentioned items.

**9.7.** The customer is solely liable, if by the carrying out of the order by reason of the instructions of the customer the rights of third parties, in particular copyrights are injured. The customer assumes liability for any and every claim of a third party due to such infringements. In so far as by our services it is concerned with copyright, we assign right of use to the customer only in as far as this is absolutely necessary exclusively for use according to contract.

**9.8.** We are liable according to legal regulations in as far as we have culpably injured a contractual obligation. In this case damage liability is limited to the foreseeable typical way the damage occurred.

**9.9.** In as far as damage liability towards us is excluded or limited. This applies also with regard to personal damage liability claims of our employees, workers, representatives or helpers.

## Cancellation

**10.** Should the customer cancel an order without vindictory reasons or if an order from the customer can not be carried out by reasons due to the customer, then we are authorized without prejudice to prove higher damages to ourselves, an amount of 10 % of the order amount as compensation. The customer is required to prove, that no or less damage has occurred.

## Applicable Law

**11.** This contract and all legal relationships between us and the customer are under the jurisdiction of the law of the Federal Republic of Germany. The regulations of the UN uniform law on the international sale of goods have no meaning here.

## Court of Jurisdiction

**12.** The exclusive court of jurisdiction for all disputes arising from this contract is the seat of the company Brohl Wellpappe. This also applies for cheque and currency lawsuits.

## Final Regulation

**13.** Should individual clauses of these general terms and conditions be ineffective, the effectiveness of the other clauses is undisturbed.