



Terms of delivery and payment

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All agreements and offers are subject to the agent's terms. They shall be deemed to have been recognised by the principal when an order is placed or when a delivery is accepted, provided that the business dealings between the two parties have afforded the principal sufficient time and opportunity to familiarise himself with the content. Any deviating or contradictory terms that the principal attempts to impose shall be deemed non-binding unless expressly acknowledged by the agent in writing, even in cases where they have not been expressly rejected.

1. Quotes

Quotes shall only be deemed valid if issued in writing. The specified prices are subject to change. The prices are quoted net and in euros (exclusive of VAT). Save for any provision to the contrary, the prices are ex works. Sales are subject to an exchange rate variation clause, unless fixed prices have been expressly stated.

2. Acceptance of orders – Orders – Placing of orders

A contract is deemed to have been concluded once the order has been confirmed by the agent in writing. If subsequent changes are made to the order (at the behest of the principal), the agent shall be entitled to modify the associated contractual conditions accordingly. All changes must also be confirmed in writing. Should the agent subsequently become aware of any factors that call the principal's solvency into question, the agent shall be entitled to demand advance payment before processing of the order is resumed/the items are delivered or to demand adequate form of security. Business information companies provided us with details of your address and credit data stored in their databases, including those which were determined on the basis of mathematical-statistical methods, for the purposes of credit checking, wherever we credibly indicated our legitimate interest. For the purposes of decisions relating to the establishment, implementation or termination of the contractual relationship, we collect or use probability values in their calculation including address data.

3. Approval of the technical data by the principal

The copy and/or artwork that the principal receives from the agent must be checked by the principal to ensure, amongst other things, that it offers all the desired and essential characteristics that will ensure the packaging is suitable for use. The principal must sign and return the documentation to show that it has been approved. If any corrections are required, these must be clearly marked. The agent can assume no liability for any obvious problems that the principal happens to overlook or fails to raise during the check.

Quantity tolerance

For production-related reasons, the agent shall be entitled to overdeliver or underdeliver by up to 10% of the quantity actually ordered when making deliveries of cardboard boxes. If the order quantity is less than 500 kg or if the order is particularly complex, unless otherwise agreed, higher tolerances of up to 20% shall be permitted. In the case of packaging and other processed products made of solid and corrugated cardboard, the following overdelivery/undelivery tolerances shall be permitted:

Up to 30% for an order quantity of up to 500 items
Up to 20% for an order quantity of up to 2000 items
Up to 10% for an order quantity of more than 2000 items

For orders by weight

Up to 30 % for an order quantity of up to 2,5 ton
Up to 20 % for an order quantity of up to 10 ton
Up to 10 % for an order quantity of more than 10 ton

Quality tolerance

Unless it has been agreed with the principal that specific standards are to be used for the purpose of executing the order, it shall be executed in accordance with the generally accepted state of the art, allowing for any material and process-related tolerances that are necessary and ensuring customary standards of quality.

Outsourcing of processes

We reserve the right to have selected manufacturing steps carried out by our verified partner companies if necessary.

Warranty claims relating to packaging and other processed products made of solid and corrugated cardboard shall not be accepted in respect of the following: minor deviations in terms of the dimensions, stock composition, smoothness, colour and hardness of the paper used, as well as in terms of gluing, binding and printing, standard weight deviations of 10% either way, and minor counting errors or deficiencies in sorting.

Weights and dimensions

In the case of all deliveries, the seller shall be entitled to deviate from the weight and thickness agreed for unprocessed or processed paper and board by up to 10%. The permissible level of deviation shall be calculated on the basis of the confirmed weight per square metre, or in cases where a maximum and minimum weight is prescribed, on the basis of the mean weight per square metre across the entire delivery. With all cardboard products - also displays - counts in the doubt the inside measure (length x width x height in millimeter) as agreed. Minor deviations in the dimensions which can enter by the characteristic of the cardboard and their processing do not entitle to objections.

Delivery time

Compliance with the agreed delivery time is dependent on the principal fulfilling his obligations (e.g. providing copy, approving artwork, etc.) on time. If the principal asks for changes to be made to the order after it has been confirmed and these changes are going to affect production time, a new delivery period will commence once the changes have been confirmed.

Default in performance - Damages

As delayed delivery can have serious consequences, we wish to draw your attention to the fact that a reasonable period of grace has to be allowed in accordance with Article 323 Paragraph 1 of the German Civil Code. In any case, claims for damages may only be asserted if the agent has acted with intent and is guilty of gross negligence. In such cases, damages shall be accrued at a weekly rate of 10% of the order value once the period of grace has expired, but shall not exceed the total value of the order. The limitation of liability based on the amount shall cease to apply in cases where the agent has acted with intent and, in the case of gross or culpable negligence on the part of its executive staff, shall be limited to twice the value of the order. No compensation claims shall be admitted in respect of consequential damages, e.g. due to lost revenue or covering purchases. In the event of stoppages at the agent's own premises or any external sites that play a key role in manufacturing and transporting the goods, the agent shall cease to be bound by the delivery deadline and the principal shall not be entitled to claim damages, assuming that there is no way of resolving the problems in time or that the cost of resolving the problems would be disproportionate. Within this context, in addition to any other kinds of obstacle that cannot be attributed to the agent when viewed objectively, stoppages shall be defined in particular as general shortages of raw materials and energy, traffic jams, intervention by the authorities, industrial disputes, wars and civil commotion as well as widespread fires.

Acceptance

Acceptance must be carried out in accordance with the contractually agreed terms. Save for any agreement to the contrary, any call-off amounts must be accepted within six months of order confirmation. In the event of delayed acceptance, the agent shall be entitled to levy a charge for the costs incurred as a result. Quality and hazard risks shall pass to the principal no later than 6 months after delivery date (in call orders from 1. delivery).

4. Payment

Invoice amounts shall be calculated and paid in euros. The invoice shall be issued no earlier than when the goods are dispatched or as soon as the principal defaults in acceptance. Payment must be made within 30 days of the invoice date or within 14 days in order to benefit from the 2% discount. Bills of exchange shall only be accepted in cases where a special agreement has been made and even then only as conditional payment. Any interest and costs associated with the discounting or collection of bills of exchange must be paid by the principal. Should it become apparent that the principal has suffered a serious downturn in his financial circumstances or if he should default in payment or acceptance as a result of such a development, then the agent shall also be entitled to demand immediate payment in respect of any goods that have not yet been delivered, any invoices that are not yet payable and any bills of exchange and cheques that are not yet due, provided that the amounts involved relate to expenses incurred by the agent as a result of processing the order. If the principal should default in payment, default interest shall be charged to cover the demonstrable costs of any bank credit facility used; this shall be set at a rate of at least 2% above the base rate. Invoice amounts for individual orders worth up to 100 euros are payable on delivery (net).

5. Retention of title

1. The supplied goods are subject to retention of title and as such shall remain the property of the seller until all receivables from the purchaser have been settled in full, or in cases where bills of exchange or checks are handed over, until these have been honoured. Title shall only pass to the purchaser once he has fulfilled all his obligations. This shall also apply in cases where the purchase price is paid for specific shipments identified by the purchaser.

2. The purchaser shall have the right of free disposal over the goods within the context of standard business practices. By exercising his right of disposition he shall assign to the seller, until such time as all receivables owing to the seller have been settled, any receivables from customers that become due to him as a result of the disposition along with all ancillary rights, up to the amount that is required in order to settle the outstanding balance owing to the seller. At the seller's request, the purchaser must inform his customers that the receivables have been assigned in the manner described above, and provide the seller with the relevant information and documentation in order that the seller may assert the rights associated with the assignment of receivables against the customers concerned.

3. If the purchaser should process or convert, blend, mix or combine the goods that are subject to retention of title with other goods, then the seller shall enjoy joint ownership of the new item in proportion with the intrinsic value of the goods that are subject to retention of title. If the purchaser should sell the new item on, Clause 2 shall apply accordingly.

4. The purchaser may only pledge or transfer ownership of the goods that are subject to retention of title with the seller's permission. The purchaser must notify the seller immediately of any third-party measures of execution and cooperate in the process of protecting the seller's property that is subject to retention of title.

5. If the value of the securities exceeds the liabilities that are to be secured by 10%, then the seller shall be obliged to release the property that is subject to retention of title accordingly at the purchaser's request.

6. The purchaser undertakes to insure the goods that are subject to retention of title against all storage risks and to provide the seller with evidence of the insurance policy upon request. He hereby assigns all his insurance claims to the seller.

6. Inspection duty and notification of defects

The goods must be inspected as soon as they arrive at their destination and must be handled with the due care of a scrupulous merchant. The inspection must include a check of all the desired and essential characteristics that make the packaging suitable for use. The principal shall still be obliged to inspect the delivered goods in cases where type samples have been provided. Claims shall only be accepted up to two weeks after receipt of the goods. Claims relating to hidden defects that are not obvious from the immediate inspection may only be asserted against the agent if the agent receives notice of the defects within 3 months of the goods being dispatched from the supplier's site. If the delivery is only partially defective, claims cannot be asserted in respect of the entire delivery, assuming that it is reasonably possible to separate those parts that are defective from those that are free of defects. It shall only be possible to demand a reduction in the purchase price and, in cases where it can be stated objectively that the goods are of no value to the principal, cancellation of the sale; under no circumstances shall it be possible to claim for damages. The agent is entitled to provide a replacement delivery. The agent cannot guarantee that the packaging is suitable for the principal's intended purpose unless specific warranted characteristics have been agreed. The agent can assume no liability for light-fastness, and variations and deviations in colour and bronzes or for the quality of any gluing, finishing, lamination, impregnation and coating work, unless the materials were found to be defective during the standard checks that were carried out prior to their use.

7. Dispatch and packaging

The goods shall be dispatched at the risk and, save for any agreement to the contrary, at the expense of the principal. The type of packaging shall be selected once the order has been confirmed and any pallets, weather boards, crates or other forms of returnable packaging that are used shall remain the property of the agent. Such packaging must be returned in perfect condition within a reasonable period of time and, save for any agreements to the contrary, free of charge.

8. Sketches, blueprints and other preliminary work

- produced at the principal's request can still be invoiced even if no order is subsequently placed. Samples are only ever provided for the purpose of providing a rough indication of what the goods will eventually look like. The quality of the materials used is always based on our order confirmation; the quality of the materials used in samples may differ.

9. Insurance

If the manuscripts, originals, forms, papers, stored printed matter or other items handed over to the supplier are to be insured against theft, fire, water or all risks, then the principal must take out the appropriate insurance policy himself.

10. Copyright

The principal is responsible for checking that he is entitled to duplicate all copy, blueprints and finished samples and for checking details of copyright, unless he has expressly placed an order with the agent for this purpose. Save for any provisions to the contrary, the agent shall retain the copyright and duplication rights to any sketches, drafts, originals, films and the like that he has produced himself, which he may exercise as part of any process and for any purpose, even if the order does not actually go ahead.

11. Tools and aids

11.1 All lithographs, printing plates, master films, engravings, matrix, blocking plates, diecut tools and diecut guidelines and printing cylinders shall remain the property of the contractor, even if a full or partial charging has been issued. There is no obligation to hand out these materials - either also no duplicates.

11.2 The contractor is not obliged to keep copies, manuscripts and other items, as well plates, master films, engravings, matrix, blocking plates and other tools supplied by an external party for a period of more than 12 months after delivery of the last production run made with these items.

12. Alteration of contract

The contract may only be amended or rescinded in writing.

13. Severability clause

If any parts of these terms should be or become invalid, the relevant legal requirements shall apply; this shall be without prejudice to the remaining provisions.

14. Place of performance and jurisdiction

The place of performance for the purpose of supply and payment shall be the agent's official domicile. For the Goeppinger Plant: 73033 Goeppingen, for the Brand Plant: 95478 Kemnath, for the Auerswalde Plant: 09130 Chemnitz

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