

## General Terms and conditions

### 1. Application of General Terms and conditions for delivery and payment

Our terms and conditions for delivery and payment are only applicable towards merchants (companies) for all orders placed with us – also in the future. Hereby, we explicitly disagree with deviating terms and conditions of our customers.

### 2. Offer

2.1 Until the written order confirmation, our offers are always without engagement.

2.2 Drafts and drawings that are established at the request of the customer have to be paid according to our cost rates, also in case that the order is not placed.

### 3. Prices

3.1 All prices are net and the applicable VAT will be added.

3.2 We reserve ourselves the right to pass increased material prices and costs for personnel that occur between order confirmation and delivery on to the customer.

3.3 For order values below EUR 950.- a minimum order surcharge of EUR 35.- will be invoiced.

### 4. Payment terms

4.1 Our invoices are payable within 14 days from the invoice date without discount.

4.2 Draft services are payable at presentation of the drafts, irrespective of liking or non-liking.

4.3 We are not obliged to accept bills of exchange. They are only deemed as payment on encashment. Expenses for discount or other expenses related to the bill of exchange are payable by the customer, and fall due immediately.

4.4 In case of a respite or delayed payment, we have the right to charge annual interests of 2% higher than the discount rates of the German Central Bank. The assertion of higher damage claims remains inviolate.

4.5 The customer can only charge up against an indisputable claim or a claim that is recognized by declaratory judgement. In addition, the customer only has a right of retention for claims that result from the same contract and that are indisputable or recognized by declaratory judgement.

4.6 In case that a significant degradation of the financial situation of the customer becomes known, or if the customer falls behind with a payment, we are entitled to claim the immediate payment of all open invoices and to stop working on the pending orders of the customer. Furthermore, we reserve the right to only execute further or unexecuted orders after receipt of advance payments or securities.

### 5. Delivery

5.1 Orders with a value of more than EUR 380.- will be delivered free of charge. Different agreements are possible in individual cases.

5.2 The delivery is done at customer's risk. Partial deliveries are admissible.

5.3 Increased or short deliveries of up to 15% of the ordered quantity are admissible. For small quantities up to 10,000 forms, we reserve ourselves the right of over or under deliveries up to 2,000 forms. No

rights for the customer arise from under deliveries within these limits. The customer is obliged to accept and pay for over deliveries within these limits. The actually delivered quantity will be invoiced.

### 6. Delivery time

6.1 In general, indications of delivery times represent dates that are to be met approximately. In case of unpredictable, extraordinary circumstances for which we cannot be blamed – e.g. difficulties in material purchases, operational disorders, strikes, lockouts, lack of transport means, official interventions, difficulties in power supplies etc. (also if these occur at our upstream suppliers) – the delivery time will be extended adequately. If the mentioned circumstances render the delivery or the service impossible or unacceptable, we will be exempt from our contractual obligations.

If the delay in delivery exceeds three months, the customer is entitled to cancel the order as far as it has not been executed yet, without being entitled to any compensation. In case that the delivery time will be extended or if the supplier is exempted from its contractual obligations, the customer cannot claim any indemnification for this.

6.2 If the fixed or adequately extended delivery time is exceeded due to reasons for which we can be blamed, the customer is entitled to cancel the order after having indicated an adequate additional time after which he would cancel the order, and if this additional time elapsed without result.

Indemnification, inclusive compensation for consequential losses, can only be claimed in case of gross negligence.

### 7. Packaging

Deliveries are done in customary packaging. Special requirements of the customer, e.g. containers, are invoiced separately.

### 8. Warranty, notification of defects

8.1 Minor deviations regarding the confirmed papers, especially concerning quality, stock composition, paper colour, weight and colouring of carbon paper from production to production cannot be avoided by the paper producers, and do not represent a defect. In case of significant deviations, we protect our commercial customers by ceding the claims that we have towards our suppliers to the customer.

We have to reserve ourselves the right of minor deviations of measures and colours that result from differences in the used materials and from technical conditions between script, printing proof and print. These do not represent a defect either.

8.2 If a partial quantity of the delivery is defect, the customer is not entitled to complain about the total quantity.

8.3. Proven defects are solved by either new delivery or rectification, subject to our choice. If new delivery or rectification are impossible, or remain without result after an appropriate additional time, the customer may demand for adequate reduction of the price or cancellation of the contract.

8.4 Obvious defects of the delivery or the service must be complained about immediately in writing, at the latest within two weeks after receipt of the goods. The relevant date for calculation of the time limit is the date of delivery of the goods and the receipt date of the written complaint.

8.5 Hidden defects must be reported immediately in writing, at the latest within two weeks after discovery of the defect. Later notifications of defects will not be considered.

8.6 For notifications of defects that we have not accepted as reasonable in writing, commercial customers are neither entitled to hold back the agreed payment nor to charge it up against payment claims from other orders.

## **9. Liability**

The customer is not entitled to claim indemnification for delay, impossibility of performance, positive violation of claim, culpa in contrahendo and unlawful acts, including compensation for consequential loss, as long as the damage was not caused by deliberate or grossly negligent behaviour. This exclusion of liability is not applicable in case of violation of life, body or health, for the liability under the Product Liability Act, for a guarantee possibly undertaken by us, as well as for damage due to a culpable violation of essential contractual duties. The liability for the violation of essential contractual duties is however limited to the replacement of the predictable damage typical for the contract, as long as there is no case of deliberate intention or gross negligence, or liability due to violation of life, body or health. Essential contractual duties as defined in this regulation are the respective contractual principal obligations as well as other contractual (ancillary) obligations which may, in case of a culpable violation of duties, lead to endangering the fulfilment of the purpose of the contract.

## **10. Duty of verification**

10.1 If the customer receives printing proofs in electronic or paper version, the ordering party has to check them carefully, declare printing approval and return them with original samples. We cannot be held responsible for mistakes overlooked by the customer.

10.2 If the customer renounces a printing approval, we cannot be held responsible for correctness of the settings or for arrangement of the printed matters.

10.3 Setting mistakes that are our fault will be corrected free of charge. Amendments and changes by the customer will be invoiced. Changes submitted by phone are only engaging if confirmed in writing by the customer.

## **11. Copyright, rights of third parties**

11.1 The customer is solely responsible to ensure that the execution of his order will not violate rights of third parties, especially copyrights and commercial trademark rights. If necessary, the customer will indemnify our company from claims of third parties due to such right violations. We are especially not obliged to verify possible rights of third parties regarding documents provided by the customer, or to check the possibility of protection as a trademark etc. of our supplies.

11.2 We reserve ourselves all trademark rights, especially the copyright inclusive duplication, regarding our performance.

11.3 The print material will remain our property, even if it is invoiced separately.

## **12. Delivery marking**

We are entitled to print customary delivery markings on all printed matters.

## **13. Retention of title**

13.1 The delivered goods will remain our property until complete payment of all claims that result from the business relation with the customer.

13.2 The customer is, subject to our revocation, entitled to resell the goods in a proper course of business. In case of a resale, the customer assigns, already at this moment, his claims and other titles against his customers that arise from the resale, inclusive of all ancillary rights, to us. On our demand, the customer must indicate the name and address of the third party, and inform them about the assignment.

13.3 The processing or conversion of goods that are subject to reservation of title is always carried out on our behalf as producer. If the goods are combined with other goods, we keep a proportionate co-ownership depending on the pro-rata value.

13.4 If the value of our reserved goods exceeds the claims by more than 20%, we will liberate corresponding securities of our choice on demand of the customer.

13.5 In case of redemption of the reserved goods, this only constitutes a cancellation of contract if it is expressly declared by us in writing.

## **14. Place of performance and jurisdiction**

14.1 For all liabilities resulting from the contract, the place of performance is Magstadt.

14.2 The place of jurisdiction for all disputes arising from the contract between the parties is Stuttgart, as long as the customer is a registered merchant, a legal body of public law or separate estate subject to public law.

14.3 For evaluation of the whole privity of contract with the customer, the legislation of the Federal Republic of Germany is applicable. The applicability of international laws for the sale of products is excluded.

14.4 If some of the above terms of delivery should be invalid, this does neither affect the validity of the contract nor of the other stipulations.

14.5 Only the German version of the present terms of delivery and payment is legally binding.

Translations in English or French are only published for the customers for better understanding. They are not legally binding.

Ausschließlich rechtlich bindend sind die deutschen AGB's. Die Übersetzungen in Englisch (oder Französisch) wurden nur hilfsweise zum besseren Verständnis der Kunden vorgenommen und sind rechtlich nicht bindend.

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Hummel GmbH u. Co. KG