

## **Article 1**

### **Scope**

(1) These general terms and conditions (these "Terms") apply to all current and future sales and deliveries of Otto Drücker Papier- und Folienverarbeitung GmbH

(2) Any conflicting or deviating from our terms and conditions Terms and conditions of the buyer, even if known, not part of the contract unless we have agreed to them explicitly.

## **Article 2**

### **Contract, price**

(1) Our offers are subject to change. Technical changes-changes and changes in form, color and / or weight are reserved to the extent reasonable.

(2) By ordering the goods, the buyer makes a binding intent to purchase the goods ordered.

We are entitled to in the contract offer within two (2) weeks of receipt to take with us. The acceptance can be declared in writing by our order confirmation or by delivery of goods to the buyer.

(3) The final contract is subject to the proper and timely delivery by our suppliers. This only applies to the case that the non-delivery is not our fault, especially when a congruent hedging transaction with our supplier.

The customer is informed of the unavailability of the service. The payment will be refunded immediately.

(4) Our agreed with the buyer, prices are ex works plus Norderstedt his / her respective sales tax and all shipping and transportation costs are paid by the buyer.

(5) In relation to our delivery prices are as specified in our order confirmation. Additional supply of goods and services are charged separately.

### **Article 3**

#### **Delivery, force majeure, the transfer of risk**

(1) Delivery dates and times are only binding if they are confirmed in writing by us and the buyer all information necessary for the delivery and documentation right-informed time and has made available.

(2) unforeseeable, unavoidable and release beyond the control of us points and we are not responsible, such as Acts of God, natural disasters, administrative orders, un-anticipated raw material and energy shortages, operation and traffic disruptions or strikes us for the duration The obligations for timely delivery. Agreed deadlines extended-liked by the duration of the disorder, the occurrence of the fault, the buyer is properly informed. If the end of the fault not foreseeable or if it lasts longer than two (2) months, either party shall be entitled, because of the unfulfilled portion entirely or partially withdraw from the contract.

(3) The buyer is bound to accept reasonable partial deliveries.

(4) The risk of accidental loss and accidental deterioration passes to the buyer when the goods to be delivered to the person transporting been given or the shipment has left our factory or warehouse or the camp of our subcontractors.

If shipment is delayed for reasons beyond the buyer, the risk with the notification of readiness for dispatch to the buyer.

### **Article 4**

#### **The buyer for defects, investigations and reprimand**

(1) For defects of the goods we shall, at our option by repair or replacement.

(2) Obvious damage immediately to the carrier on the Frachtbief reported.

(3) If the remedy fails to require the buyer, at his discretion reduce the purchase price (reduction) or cancellation of the contract (withdrawal). In a minor breach of contract, especially with only minor defects, the buyer has no right of rescission. In addition, the buyer - if the legal

prerequisites - to further claims for damages or reimbursement of expenses.

(4) require the buyer for defects of the goods that the goods have been checked immediately after delivery and are obvious defects immediately and no later than ten (10) days after delivery, written notification. Hidden-gene defects must be notified in writing to us immediately upon discovery.

Complaints will only be accepted if you provide a sample of the goods delivered is attached.

(5) The limitation period for the rights of the purchaser due to defects 6 months from delivery of goods.

(6) The nature of the goods is only the product description of Otto GmbH agreed to handle. Public statements, recommendations or advertisements do not contractual specification for a particular condition of the goods dar.

Information in catalogs, price lists and other buyers from us and information material describing the product information is not intended as guarantees for a particular condition of the goods, such guarantees must be agreed in writing.

(7) Returned goods will be accepted without an explicit agreement.

## **Article 5**

### **Payment**

(1) The payment of the delivered goods will be - depending on what is on the explicit verreinbart writing - by irrevocable letter of credit, payment or by invoice for payment.

We are entitled, contrary to any provisions of the payments as against his older debt. If costs and interest incurred, we are entitled to the payment of the costs first, then the interest and finally against the principal claim.

(2) Subject to other written agreements, each invoice within seven (7) days from receipt of invoice for payment, with the elapse of that period shall be in default.

(3) A payment is only made when we can dispose of the amount. In the case of a payment by check, the payment shall be deemed to have occurred if the check amount will be irrevocably credited to our account.

(4) If the buyer is in default, we are entitled to demand default interest at the legal rate. The right to claim further damages remains unaffected.

(5) The purchaser is entitled to offset or retention only if his counterclaims have been established or are undisputed.

## **Article 6**

### **Limitation of Liability**

(1) Except as provided in a subsequent paragraph (2) the legal liability of Otto GmbH lever limited for damages as follows:

(I) We are liable according to the amount of contract limited to the typically foreseeable damage for the negligent breach of material obligations under the contract;

(II) We are not liable for the negligent breach of essential obligations under the contract.

(2) The above limitation shall not apply in cases where legal liability (especially under the Product Liability Act) and for assuming a specific guarantee or liability for culpably caused personal injuries.

(3) The purchaser is obliged to take adequate measures to prevent damage.

## **Article 7**

### **Retention of title**

(1) keep the goods until full payment of all our claims from the current business relationship with the buyer, our property.

(2) The buyer is obliged to handle the goods for the duration of retention of title with care.

(3) The buyer is obligated to third party access to the goods, as in the case of a seizure, and any damage to or destruction of goods without delay. The customer is on pledges required to inform the bailiff of our property.

(4) The purchaser is entitled to resell the goods in the ordinary course of business. He assigns to us already now all claims in the amount of the bill, which accrue through the sale to a third party. We accept the assignment. After the transfer, the purchaser is authorized to collect the debt. We reserve the right to include the requirement even if the buyer does not meet his financial obligations and is in default.

(5) Any working or processing of goods by the buyer in the name and on behalf of us. If processing is not belonging to us, we acquire in the new object, in proportion to the value of goods supplied by us to the other processed objects.

## **Article 8**

### **Final Provisions**

(1) Changes and additions to the contract and / or these terms and conditions as well as side-agreements must be in writing. This also applies to an amendment of this written form requirement.

(2) performance for the service to be provided by us, including shipping is Norderstedt. Has sole jurisdiction for all disputes arising from the contractual relationship is Norderstedt, if the buyer is a merchant, legal entity under public law or a public sector fund. However, we are entitled to sue the buyer in any other jurisdiction.

(3) The law of the Federal Republic of Germany excluding the United Nations Convention on the International Sale of Goods (CISG).

(4) If individual provisions of the contract and / or these terms and conditions in whole or in part, be or become invalid, then the validity of the remaining provisions. The same applies in the event that the contract and / or these terms and conditions of a rule loophole. The wholly or partially invalid provision shall be replaced by a provision whose economic result comes closest to the ineffective.

Stand: August 1999

