



TERMS AND CONDITIONS OF ANTON DEBATIN GMBH, BRUCHSAL

(Date: 03/2020)

1. SCOPE OF APPLICATION

1. Our deliveries, services and offers are provided exclusively on the basis of these terms and conditions. Hence, these also apply to all future business relations, regardless of whether express consent is given or not. By accepting a delivery of goods or services, you hereby agree to our terms and conditions. We refuse to accept any counter confirmation of customers referring to their own terms and purchasing conditions.
2. German law shall apply to all business relations, including those with customers ordering from other countries.

2. OFFERS AND ACCEPTANCE

1. Our offers are non-binding and subject to change. Any notice of acceptance and all orders shall only be legally binding once we have provided written or faxed confirmation, where such deliveries are not made or invoices issued immediately. Additions, alterations and subsidiary agreements must be made in writing.
2. If the customer subsequently changes the order, we retain the right to change any contract terms affected by such changes accordingly.
3. Should we receive notice, with reference to § 321 of the German Civil Code, of a significant deterioration in the assets of the customer, we hereby retain the right to refuse to complete the order until financial compensation, or collateral security for such, has been provided. We retain the right to withdraw from the contract if the customer, in the event of his assets deteriorating significantly, refuses to safeguard the purpose of the contract by matching delivery with payment, or by providing collateral security for payment within a reasonable deadline. Any costs incurred up until this point shall be invoiced and are payable immediately.

3. PRICES

1. The prices listed in our offers are based on calculations made at the time the offers were drawn up. If there are changes in the costs for personnel, materials or other relevant parameters before delivery is made, both contract parties shall re-negotiate prices. Our prices are net euro prices and do not include statutory VAT.
2. Where products are sold by weight, the gross weight shall be calculated.
3. Costs for designs, plates, printing plates, impression cylinders etc will be invoiced separately. Any costs arising from subsequent changes made by the customer shall also be charged to the customer.
4. We hereby retain ownership of all designs, printing blocks, printing plates, impression cylinders etc, regardless of who has borne the costs for such. Should the principal contribute towards the costs of designs / manufacturing, this shall in no way affect our exclusive property rights to the aforementioned objects. Even if paid for in full, the principal does not acquire ownership rights for designs, printing blocks, printing plates, impression cylinders etc.
5. The principal must bear the cost for replacing any printing blocks, printing plates and impression cylinders which have become unusable with age or due to wear and tear. The above-mentioned objects must be replaced regularly every three years. If printing blocks, printing plates or impression cylinders are damaged through improper handling by us, we shall bear the cost of replacement.
6. In combination with a firm order we put up the artwork. The creation of the artwork itself including one modification is free of charge for our customers. For any further modification at the customer's request, Debatin will charge, in addition to the printplate cost, € 25,- for each modification. To build up an artwork economically, the supply of reproducible data is requested: preferably in format eps, ai or as a print-upgraded PDF file (as of Type X1A). The compilation of a print proof from deviating data which require reprocessing, we charge the arising costs at selfcost. If a printproof is requested without finally resulting into a firm order, we charge the caused expenses, at least yet € 25, -. The customer is adjusted to provide proof of lower costs for the pre-print work.

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4. INDUSTRIAL PROPERTY RIGHTS

1. The principal alone is hereby fully responsible for ensuring that he is in possession of all necessary rights for reproducing the material provided for printing, including copyright for all relevant documents. Accordingly, the principal shall indemnify and hold us harmless against claims made by any third parties. We are legally obliged to inform the principal if we are aware of any violations of property rights caused by reproduction of the material provided.

5. DELIVERY

1. Goods shall be delivered ex works, from Anton Debatin GmbH (EXW, Incoterms 2010) or as agreed in the confirmation of the order. Here follows an excerpt from the official ICC rules:

"The seller makes the goods available at their premises. The buyer is responsible for loading the goods. "Ex works" means that the seller makes the goods available and ready for collection at his premises (works, factory, warehouse, site) by the agreed date. The buyer bears all costs and risk involved in the transport of the goods to their final destination. The seller is not responsible for loading the goods onto a vehicle, nor must the seller clear the goods for export. Should the seller load the goods on behalf of the customer, he does so at the buyer's risk."

2. Any agreed delivery deadline shall take effect from the day on which final approval is received from the customer for printing or manufacture.

3. If any subsequent changes are made to the order, we shall hereby be released from our obligation to meet the originally agreed deadline. Where applicable, a new deadline may be agreed.

4. Even when a deadline has been contractually agreed, we cannot accept responsibility for delayed deliveries or delayed services resulting from force majeure and other unforeseeable events which considerably hamper delivery, or make it impossible - such events including subsequent difficulties in the procurement of materials, operational failures, strikes, lockouts, personnel shortages, lack of means of transport, official injunctions etc, whether the aforesaid affect us personally, or affect our suppliers or sub-suppliers. In the event of such conditions as detailed above, we retain the right to delay delivery for as long as the impediment in question should last, including a reasonable start-up period, or to withdraw in part or in full from the part of the contract which has not been fulfilled.

5. If a delivery is not made by the stipulated deadline, the customer shall hereby only be entitled to withdraw from the contract after setting a period of grace and informing us of such by registered post. We cannot accept any liability claims resulting from late delivery. Blanket orders must be called up within six months. Any units remaining after the end of this period will be delivered and invoiced.

6. PACKAGING AND SHIPPING

1. We accept liability for using appropriate packaging typical for the industry, and ship orders - where this service has been agreed - with due diligence.

7. ENGINEERING TOLERANCE

1. Discrepancies in weight for film rolls and merchandise:

Tolerances with regard to film thicknesses and grammage are based on the weights detailed in the terms & conditions of the supplier of the materials used, in accordance with the relevant stipulations regarding the testing and evaluation of high density polyethylene films and by-products set by the Plastic Processing Industry Association (GKV) and recorded with the German Federal Institute for Materials Research and Testing, Berlin.

2. Engineering tolerance in size:

We cannot accept complaints for deliveries within the following engineering tolerance in size, which shall still be regarded as correct:

- a) Width of bag: +/- 5mm
- a) Length of bag: +/- 5mm
- a) Closure: +/- 3mm



3. Discrepancies in no. of pcs per box:

Technically, it is impossible to fully avoid discrepancies in the no. of pcs per box. This number may deviate by up to 3%. Complaints shall not be justified for deviations within this range.

4. Deviations in quantities delivered

For all productions, we reserve the right to deliver +/-10% of the ordered amount. The invoice shall be calculated according to the exact and actual amount delivered. This percentage shall increase to 20% for orders by quantity of up to 50,000 units; for orders by weight, the rules of the General Association of the Plastics Processing Industry (GKV) shall apply.

5. Complaints

Complaints cannot be accepted or processed unless the packaging label and a sample of the faulty goods are returned. If the customer disposes of the goods without consultation, these shall not be replaced.

8. PRINT

1. We use standard inks for printing. If you have particular expectations regarding the colours – such as their level of light resistance, alkali resistance or abrasion resistance – you must notify us of this in writing when placing the order. Technically it is impossible to fully avoid colour discrepancies and registration mark discrepancies. Complaints shall therefore not be justified in the event of minor deviations. Such discrepancies do not entitle the customer to refuse to accept the goods, nor do they qualify for a reduction in price. Before going to press, we will send the customer a proof on request, or if we deem it necessary. Once the principal releases the proof as “ready to print”, we can no longer be held responsible for any typographical errors. On-press proofs will be charged separately at cost.

2. We cannot be held liable for plasticiser migration or other similar migration effects and their resulting consequences. In particular, please note that the customer must make express reference to food safety requirements for the goods to be packaged. This must be done in writing. If the customer fails to do so, we cannot be held liable.

3. Where coding and/or numbering is concerned, the graphics containing the coding must be coordinated with us to ascertain any technical constraints in the production procedure. The customer is responsible for ensuring the code is configured and positioned correctly. We cannot accept any liability for the coding templates provided to us. Accounting for engineering tolerance with regard to the paper, inks and reading devices, we cannot guarantee that such templates will prove equally suitable over different production runs. Sample deliveries of previous, partial and total print runs must be inspected by the customer immediately. Any complaints must also be registered immediately. We cannot guarantee the readability of coding on flexible materials.

9. MATERIAL AND PRODUCTION

1. Unless the customer gives explicit instructions to the contrary, standard materials and established procedures will be used in production. If a product has to have certain special characteristics - with regard to the use or content, for example - the customer must inform us of such expressly and in writing, and make arrangements with us accordingly. This applies in particular to characteristics necessary for meeting legal requirements.

10. RETENTION OF TITLE

1. Deliveries remain our property until all existing and future invoices have been paid. If an invoice is paid by bill of exchange or check, the delivery remains our property until such have been honoured. We retain the right to hold securities to the value of any outstanding invoices. We hereby pledge ourselves to release any securities thus held that exceed the outstanding invoice(s) by more than 10%.

2. The customer is entitled to make use of the goods delivered, in particular to process or sell these within the ordinary scope of business management. If goods are sold before final payment has been made, the purchase price from the resale shall be deemed ceded to us. Any processing, blending or reshaping shall be deemed as having been done by our order, thus giving us co-ownership of the goods thus produced.

3. The goods may not be pledged or transferred for the purpose of furnishing securities, or similarly disposed of without our prior consent. The customer must inform us immediately of any claims made by a third party to goods which are still subject to our retention of title.



11. CLAIMS FOR DEFECTS

1. We accept responsibility for the contractually agreed quality and condition of our paper and plastic packaging.
2. Complaints must be registered immediately, but no later than one week after receipt of goods at their point of destination. So-called hidden defects must be registered within 6 weeks of delivery.
3. In the event of a defect, the customer is entitled to demand that such defect is removed within a reasonable period of grace. At our own discretion, we may either make repairs or provide a replacement delivery free of charge. Faulty goods must be returned to us. We must be given an opportunity to inspect the defect in question in situ. If we are unable to repair the defect or provide a replacement delivery, the customer shall be entitled to a reduction or change. The customer is entitled to withdraw from the contract if we fall behind schedule in removing the defect.
4. No liability can be accepted if the customer does not store the delivered goods appropriately.
5. We can only accept liability for defects to the total value of the goods in question. We cannot accept any claims for damages over and above this amount, or liability for indirect damages (i. e., loss of profit, covering purchases etc) unless we can be shown to have acted wilfully or with gross negligence.
6. In the production of paper and plastic packaging, it is technically impossible to avoid a small proportion of faulty items. So long as this proportion is under 4% of the total delivery, the delivery shall be deemed proper. If only part of the delivery is subject to defects, no objection can be made to the delivery as a whole, so long as the defective goods can be separated from the faultless goods without undue effort.
7. Liability in the event of the absence of contractually agreed characteristics shall be accepted to the same degree as liability for defects.
8. Where the use of recycled materials has been contractually agreed, please note that colours may not be homogenous. This is due to unspecifiable components in the recycled film and does not constitute a defect. On account of the recycled material used, the film may differ slightly in appearance from comparable products made with virgin material; adhesive properties may also differ slightly. The customer accepts these deviations.

12. PAYMENT

1. The invoice is payable, without deduction, within 30 days after receipt, unless an individual, divergent agreement has been made. If payment is not effected within the aforementioned terms respectively the individually agreed terms, default occurs.
2. In the event of default we are entitled, reserving all other rights, to charge default interest of 9% above the respective base rate of interest of the European Central Bank.
3. Bills of exchange and checks shall only be deemed accepted once they have cleared. Bills of exchange will only be accepted by prior agreement. Any interest or costs incurred by clearing a check or bill of exchange shall be payable by the customer immediately and in cash.
4. If a customer fails to comply with our payment conditions due to a significant deterioration of his assets, such deterioration becoming apparent only after the contract has been drawn up, all invoices which are still open shall be payable immediately, even if a deferment had been granted. In such an event, we retain the right to immediate payment even if a bill of exchange has not yet been cleared.

13. RETENTION TIME

1. We will store printing data (slides, final artwork, films, cartridges, etches and printing plates) for three years, starting from the date of the last (partial) delivery. This also applies to data which has been paid for. After this period, we retain the right to destroy the data without replacement.



14. MODIFICATIONS TO THE BASIS OF THE CONTRACT

1. Should any event arise which significantly alters the commercial basis of the sales contract, either in part or in whole, whether such event impacts our company itself or one of our suppliers, both contract parties shall hereby reach a mutual agreement and modify the contract accordingly, in part or in whole, to meet the altered circumstances, to the exclusion of all claims for damages. Should both parties fail to come to an agreement, they shall apply to the competent chamber of industry and commerce before taking any legal action.

15. PLACE OF PERFORMANCE, COURT OF JURISDICTION, APPLICABLE LAW

1. Court of jurisdiction and place of performance for delivery, performance and payment is Bruchsal, in so far as the customer is entered in the German Commercial Register.
2. German law shall apply.