

The following standard terms and conditions shall apply for all individual companies belonging to the APPL group of companies.

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I. Scope

The following terms and conditions apply to all orders placed with us. Any deviations from these terms and conditions must be made in writing.

II. Remuneration

1. The prices stated in the Supplier's offer shall apply on the condition that the order data on which the offer is based does not change, but for no longer than four months from the date on which the Purchaser received the offer. In the case of orders involving deliveries to third parties, the buyer shall be deemed to be the Purchaser unless an express agreement has been made to the contrary. Prices quoted by the Supplier are ex-works and do not include value-added tax. Furthermore, the prices quoted do not include postage, packaging, freight, insurance or any other shipping costs.
2. Costs resulting from subsequent changes instigated by the Purchaser – including the costs of any downtime caused by these changes – shall be charged to the Purchaser. Any additional proofs requested by the Purchaser due to slight variance from the original copy shall also be deemed as subsequent changes.
3. The cost of sketches, drafts, sample typesetting, proofs, samples, proof sheets, changes to supplied/transferred data and similar preliminary work undertaken at the instigation of the Purchaser will also be charged to the Purchaser. The same applies to data transfers (e.g. via ISDN).

III. Payment

1. Payment (net plus statutory VAT) is to be made in full immediately upon receipt of invoice. Discounts do not apply to freight, postage, insurance or other shipping costs. Invoices will be issued on the day of dispatch of the full order, dispatch of part of the order, or readiness to dispatch (debt to be discharged at the domicile of the debtor, default of acceptance). Bills of exchange will only be accepted subject to separate agreement on account of payment (with no discount). Any interest and charges shall be borne by the Purchaser and are to be paid by the Purchaser immediately. The Supplier shall not be liable for the timely presentation of bills of exchange, nor for the protest, notification or return of dishonoured bills, except in the case of wrongful intent or gross negligence on the part of the Supplier or its agents.
2. Payment of a reasonable amount in advance may be required in the event of special outlays or preliminary work (e.g. provision of exceptionally large quantities of paper and cardboard or special materials).
3. The Purchaser shall be entitled to a right of offset or a right of retention only where a claim is undisputed or already established in law. Purchasers who are commercial traders as defined under the German Commercial Code shall not be entitled to rights of offset and retention. The rights according to § 320 of the German Civil Code shall, however, still apply if the Supplier has failed to fulfil his obligations under section VI 3.
4. If, following the conclusion of a contract, there are indications that the Purchaser may not be able to meet his payment obligations, the Supplier shall be entitled to demand advance payment, withhold goods not yet supplied and cease any further work relating to the order. The Supplier shall also be entitled to these rights if the Purchaser is in arrears with payments for deliveries, which are based on the same legal relationship. Section 321 II of the German Civil Code remains unaffected.

IV. Default in payment

1. If the Purchaser's ability to meet his payment obligations appears to be at risk due to a deterioration in the Purchaser's financial circumstances that occurred or became known after the contract was concluded, the Supplier shall be entitled to demand payment in advance plus immediate payment of all outstanding invoices (including invoices that are not yet due), to withhold goods that have not yet been delivered, and to discontinue work on current orders. The same rights shall apply if the Purchaser fails to make a due payment after receipt of a reminder issued due to default in payment.
2. In the event of default in payment, interest on arrears at the rate of 8 percent over the respective discount rate of the European Central Bank shall be payable. The assertion of further claims for damages caused by default remains unaffected. Should the Purchaser fail to make payment in full – including all

additional costs in accordance with section II (Remuneration) – within 10 days of receipt of invoice and delivery of the goods, he shall be in default even without a reminder being issued.

V. Delivery

1. The Supplier shall dispatch the goods to the Purchaser with all due care and shall only be liable in the event of intent or gross negligence. The risk passes to the Purchaser as soon as the goods have been handed over to the carrier. The goods are insured according to the general terms and conditions of forwarding of the carrier in each case.
2. Delivery dates shall only be deemed to apply where they have been expressly confirmed by the Supplier. In the event that the contract has been concluded in writing, confirmation of the delivery date must also be made in writing.
3. If the Supplier fails to meet the delivery deadline, a reasonable period of grace shall initially be granted. Should this period of grace expire without any satisfactory result, the Purchaser shall be entitled to withdraw from the contract. Compensation for damage caused by the delay shall be limited to the amount of the order value (work to be performed by the Supplier excluding preparatory work and materials). The Purchaser shall only be entitled to exercise the rights under § 323 of the German Civil Code in the event that the Supplier is responsible for the delay. This provision does not imply any change in the burden of proof.
4. Any disruption of operations such as strikes, lockouts or any other cases of force majeure occurring either at the Supplier's premises or those of its suppliers shall only entitle the Purchaser to withdraw from the contract in the event that the Purchaser can no longer reasonably be expected to wait any longer; in all other cases, the agreed delivery deadline shall be postponed by the duration of the delay. In any event, the contract may be cancelled no sooner than four weeks after the commencement of the aforementioned disruption of operations. Liability on the part of the Supplier is excluded in these cases.
5. The Supplier has the right to retain all original copies, stamp dies, manuscripts, raw materials and any other items supplied by the Purchaser in accordance with § 369 of the German Commercial Code until such time as all outstanding accounts arising from the business relationship have been settled in full.
6. The Supplier will accept returned packaging to the extent of his obligations under German packaging regulations (Verpackungsverordnung). Insofar as the Purchaser has not been advised of an alternative packaging return/disposal point, the Purchaser may return packaging to the Supplier's premises during normal hours of business subject to having given appropriate prior notification. Packaging may also be returned to the Supplier at the time of delivery unless the Purchaser has been advised of an alternative packaging return/disposal point. Returned packaging will only be accepted either immediately following delivery of the goods or during a subsequent delivery if appropriate prior notification has been given and the packaging has been prepared for collection. The cost of transporting used packaging shall be borne by the Purchaser. Where the distance to a specified packaging return/disposal point is further than the Supplier's premises, the Purchaser shall only bear such transport costs as would be incurred by transporting the packaging to the Supplier's premises. Returned packaging must be clean, free of any foreign substances and sorted by type. Should this not be the case, the Supplier shall be entitled to claim any additional costs arising from disposal from the Purchaser.

VI. Retention of title

1. The supplied goods remain the property of the Supplier until complete payment of all debts due to the Supplier up to the date of invoice has been made by the Purchaser. The Purchaser is only entitled to resell goods within the ordinary course of business. The Purchaser hereby assigns to the Supplier his accounts receivable generated from the Purchaser's resale of the goods. The Supplier hereby accepts this assignment. The Purchaser shall be obliged to name the debtor of the assigned claim at the latest in the case of default. In the event that the value of the Supplier's existing securities exceeds its receivables by a total of more than 20%, the Supplier shall be obliged to release securities of the Supplier's choice at the request of the buyer or a third party affected by the Supplier's over-securing.

2. In the event that goods delivered by the Supplier for which the Supplier holds title of ownership are subjected to further processing or finishing, the Supplier shall be deemed to be the manufacturer in accordance with § 950 of the German Civil Code and shall retain title to the products throughout this processing work. In the event that third parties are involved in any such further processing or finishing, the Supplier's title shall be limited to a co-ownership share amounting to the invoice value of the goods subject to retention of title. Goods for which ownership was acquired in the above manner shall be considered as goods to which the title has been retained.

VII. Complaints/warranties

1. The Purchaser is in all cases obliged to promptly inspect goods to check that they conform to the contractual specifications, including all preliminary and interim products submitted for inspection. The risk of any possible errors shall pass to the Purchaser upon approval for printing/production being granted, unless such errors either originate or can only be detected during the production process following the granting of approval for printing. The same applies with respect to all other declarations of approval/release made by the Purchaser.

2. Manifest defects are to be notified in writing within a period of one week following receipt of goods and hidden defects within a period of one week following discovery; otherwise any right to warranty claims shall be excluded.

3. In the event of a justified complaint, the Supplier shall at his discretion and to the exclusion of further claims be obliged to remedy the defect and/or to deliver a replacement up to the amount of the order value unless a warranted characteristic has been omitted or the Supplier or its agents have acted with intent or gross negligence. The same applies in the event of a justified complaint regarding the subsequent defect rectification or supplied replacement. Should the Supplier fail to fulfil this obligation within a reasonable period of time or should the defect rectification work fail despite repeated attempts, the Purchaser shall be entitled to demand a reduction in price or to withdraw from the contract. Liability for consequential damages resulting from a defect shall be excluded unless the Supplier or its agents have acted with intent or gross negligence.

4. Defects in a portion of the goods delivered shall not entitle the Purchaser to reject the entire delivery unless the partial delivery is of no use to the Purchaser.

5. In the case of colour reproductions, slight deviations from the original in any manufacturing process do not represent grounds for a complaint. The same applies with respect to comparisons between any other samples (e.g. digital proofs, press proofs) and the final product. Furthermore, liability is excluded for defects that do not affect the product's value or suitability for use, or that affect it to only an insignificant extent.

6. The Supplier shall only be liable up to the value of the order for deviations in the quality of materials used. In such cases, the Supplier shall be exempted from liability if he assigns his claims against the subcontractors to the Purchaser. The Supplier is liable as a guarantor if no claims can be made against the subcontractors due to the Supplier's own fault or if such claims are not enforceable.

7. The Supplier is not under any obligation to check items (including data media or electronically transmitted data) supplied by the Purchaser or by any third party instructed by the Purchaser. This shall not apply to data that is patently impossible to read or process. The Purchaser is required to ensure prior to transmission that any data transferred is scanned with a fully up-to-date antivirus computer programme. Data protection is solely the responsibility of the Purchaser. The Supplier shall be entitled to produce a copy of the data.

8. Deliveries that are over-supplied or under-supplied by up to 10% of the print run ordered shall not represent a basis for a complaint. The actual quantity delivered will be invoiced. For deliveries involving custom-made paper products, this percentage shall increase to 20% for runs below 1,000 kg and to 15% for runs below 2,000 kg.

VIII. Liability

1. Any claims for damages and reimbursement of expenses on the part of the Purchaser are excluded, regardless of their legal basis.

2. This exclusion of liability shall not apply

- to damages resulting from intent or gross negligence;
- to breaches of material contractual obligations due to ordinary negligence (including such breaches by legal representatives or agents of the Supplier) in regard to which the Supplier shall only be liable for contract-specific and direct average damage typical for the nature of the product supplied;
- in cases of culpable injury of the Purchaser, impairment of the Purchaser's health or loss of life;
- to cases of intentionally concealed defects and guarantees pertaining to the quality of goods;
- to claims arising under German product liability legislation.

IX. Limitation period

With the exception of the claims for damages specified in section VII.2, warranty claims and claims for damages (sections VI. and VII.) on the part of the Purchaser shall be statute-barred after a period of one year from the date of delivery of the goods. This shall not apply to cases where the Supplier has acted with malicious intent.

X. Customary commercial practices

The customary commercial practices of the printing industry shall apply to all commercial transactions (e.g. no obligation to hand over intermediate products such as data, lithos or printing plates that have been created in order to manufacture the end product ordered by the Purchaser) unless an order has been accepted that expressly deviates from these practices.

XI. Archiving

Products to which the Purchaser is entitled – in particular data and data carriers – shall only be archived by the Supplier beyond the point at which the end product is delivered to the Purchaser or its agents subject to express agreement and against separate remuneration. If the aforementioned items are to be insured, then the Purchaser shall acquire this insurance himself in the absence of any alternative arrangement.

XII. Recurring work

Contracts for regularly recurring work may be cancelled by giving at least 3 months' notice to the end of a month. Notice of cancellation must be made in writing. This does not affect the right to cancel the contract without notice for compelling reasons. In particular, we shall be entitled to cancel the contract without notice in cases where the buyer falls either wholly or partly into arrears.

XIII. Industrial property rights/copyright, ownership

1. Production items used by the Supplier to produce the ordered products – in particular printing plates and standing matter – shall remain the property of the Supplier and will not be handed over, even if they have been charged separately.

2. The Purchaser alone is liable if third-party rights – in particular copyrights – are violated through the execution of the Purchaser's order. The Purchaser shall indemnify the Supplier against all and any claims raised by third parties in respect of such infringements.

XIV. Safekeeping, insurance

1. Masters, raw materials, other materials, printing media and other objects that may serve some future purpose shall only be held in safekeeping beyond the delivery date subject to prior agreement and against separate remuneration. The same shall apply to semi-finished and finished goods. The Supplier shall only be liable in cases of intent and gross negligence.

2. Where made available by the Purchaser, the aforementioned items will be handled with all due care until the date of delivery. The Supplier will only be liable for damage in the event of intent or gross negligence.

3. If the aforementioned items are to be insured, then the buyer must obtain this insurance himself.

4. Material of any kind provided by the Purchaser must be delivered to the Supplier carriage-free and at the Purchaser's risk. Receipt shall be confirmed without acceptance of any liability for the correctness of the stated delivery quantity. For larger deliveries, any costs incurred in checking quantities or weights is to be reimbursed. The same applies to storage costs.

XV. Printer's details

Subject to obtaining agreement from the Purchaser, the Supplier may include an appropriately formed reference to its company on the products ordered by the Purchaser. The Purchaser shall only be entitled to withhold agreement in cases where it has an overwhelming interest in doing so.

XVI. Place of fulfilment, legal venue, validity

1. In cases where the Purchaser is a registered trader, a legal entity under public law or a special fund under public law, or where the Purchaser has no general place of jurisdiction in Germany, the place of fulfilment and legal venue for all disputes arising from the contractual relationship (including claims arising from bills of exchange and cheques and summary proceedings relying on documentary evidence) shall be the Supplier's domicile. The contractual relationship is subject to German law. Application of the UN Convention on Contracts is expressly excluded.

2. Should one or more of these terms and conditions be or become invalid or unenforceable, this shall not affect the validity of the remaining terms and conditions.