

1. General

The Contractor's terms and conditions form the basis of all business relationships with the Principal. They shall only apply to

- a) persons who act in exercising their commercial or freelance professional activity (companies) and
- b) legal public-law entities and public-law special funds.

„Side agreements and contractual amendments must be in written form. This also applies to the rescission of the written form requirement itself.“

2. Prices

- a) All agreed prices are net prices plus statutory VAT. This shall be shown separately on the invoice.

The Contractor shall not be liable for VAT obligations and income tax violations of his domestic or foreign Principals.

Insofar as the Contractor is claimed upon for their obligation, the compensation claim shall fall due for payment immediately.

- b) Contractual changes after approval by the Principal, including any resulting machinery standstill, can be charged separately to the Principal.
- c) The Contractor is authorised to invoice the Principal for separate costs if accelerated delivery is requested, particularly in the case of weekend work and increased shipping costs. The rectification of errors in the data system (digital data) shall be charged on the basis of cost incurred. If material that the Principal provides for further processing cannot be processed, or only with increased cost, the Principal shall be charged for the additional costs incurred.
- d) The settlement shall take place on the basis of the quantity delivered. The delivery and settlement of additional services for up to 5% of the ordered issue cannot be complained about.
- e) With a delivery shortfall of up to 5%, supplemental performance would be associated with disproportionate costs. A significant defect does not exist.
- f) For ordered issues of up to 1500 units, additional deliveries of up to 10% cannot be complained about.

3. Delivery periods

- a) In the order confirmation, the Contractor shall specify the anticipated delivery date.

The delivery period shall only begin when the order is fully clarified and the Principal has approved the digital proof and/or other documents to be approved in writing and these have been received by the Contractor. A specific delivery time or time period is only valid with a written agreement.

- b) If performance becomes impossible for the Contractor or anyone, the Contractor can withdraw, the Principal shall not be entitled to any damages claims.
- c) The same shall apply if the Principal or another supplier has not provided the Contractor with necessary material for implementation of the contract at all, not on time or not sufficiently.

4. Late delivery

Damages claims due to late delivery are excluded.

5. Shipping

The Contractor shall take back packaging in accordance with the Packaging Ordinance. The grill boxes shall remain the property of the Contractor. The Principal shall return the same number of europallets. The return shipment shall take place within an adequate time period in an immaculate condition, carriage paid. The returned packaging must be clean, free from foreign substances and sorted according to different packaging. Otherwise, the Contractor shall be entitled to demand additional cost incurred from disposal.

6. Payment

- a) The Contractor's invoice shall be payable within 14 days after the invoice date.
- b) The Contractor shall be entitled to settled partial deliveries and partial services.
- c) If the Principal enters into default with fulfilment of his payment obligations - also from other contracts with the Contractor - or he otherwise acts in breach of the contract, all claims of the Contractor shall immediately fall due. The Contractor can withhold goods that have not yet been delivered, step-by-step in return for delivery, as well as discontinuing further work on the orders that are still running.
- d) In the event of a complaint, the Principal shall not be entitled to entirely refuse prompt settlement of the invoice.
- e) The Principal cannot offset with counterclaims, unless it involves undisputed or legally established claims of the Principal. The Principal cannot derive any rights of retention from other contracts.

7. Reservation of title

- a) All materials and end products delivered by the Contractor shall remain the property of the Contractor until full payment of the invoice amounts. With the handling or processing of goods owned by the Contractor, the Contractor shall be regarded as a manufacturer in accordance with § 950

BGB [German Civil Code] and shall retain ownership if the products at every stage of processing. In the event that third parties are involved in the handling or processing or if materials of the Principal are processed further, the Contractor's ownership shall be limited to the co-ownership share in the invoiced amount of the processed goods. The ownership that is acquired in this manner shall be deemed as reserved title.

- b) The Principal is entitled to dispose of the material delivered by the Contractor during the ordinary course of business. The claims resulting from this shall now already be assigned to the Contractor, in the amount of the share corresponding to the Contractor's co-ownership share. The Contractor accepts the assignment. The Contractor is entitled to disclose this assignment to the purchaser. At any time and upon request, the Principal shall provide the Contractor with information about the purchaser and the amount of the assigned claim.
- c) As long as the Principal is not in payment default, he shall be authorised to collect the claim assigned to the Contractor.
- d) If the value of the collateral exceeds the Contractor's claim by more than 20%, the Contractor shall be obligated to release, upon request by the Principal. The Contractor shall have the right to choose between several items of collateral.

8. Liability for defects

- a) Notification of defects must be raised within 3 days after receipt of the delivery, otherwise the warranty claims shall be excluded.
- b) The Principal has no warranty claims, if the object of the order was not commercially available materials, except if the Principal has informed the Contractor about the special features of the material in writing and the Contractor has confirmed the order in writing.
- c) The same shall apply if the Principal has provided the Contractor is faulty digital data himself or through third parties. Furthermore, the digital proof is relevant for implementation of the order. The digital proof does not contain any guaranteed colours.
- d) At his option, the Contractor shall correct or deliver new parts free of charge, which emerge as being defective as a result of a circumstance that exists upon transfer of risk.
- e) The Principal's claims shall basically be limited to supplemental performance, however, the Principal expressly reserves the right to reduction or withdrawal from the contract, if supplemental performance should fail.
- f) For faults that have not occurred to the delivered goods themselves, the Contractor shall only be liable for gross negligence, culpable injury to life, limb or health, fraudulent concealment or guarantee. Liability under the product liability law shall remain unaffected.
- g) In the event that the Contractor breaches other contractual obligations, in the case of slight negligence, the liability shall be limited to the typical contractual, reasonably foreseeable loss.
- h) Claims by the Principal shall expire in 12 months. For wilful and fraudulent conducts, as well as claims under the product liability law, the statutory time limits shall apply.
- i) The technical leaflets (at <http://www.achilles.de/praesentiert/technische-merkblaetter>) are part of the contract.
- j) If a production deviation of +/- 1.0 mm exists, this shall not constitute a physical defect.

9. Implementation

- a) The implementation of the contract shall occur in accordance with the general state-of-the-art, within the context of necessary material and process tolerances, provided that no specific order standards are defined.
- b) The Contractor shall also be entitled to the rights under § 642 BGB, if the material delivered by the Principal cannot be properly processed or handling due to its quality.
- c) In the event that the Principal's material is damaged during the examination for processing and handling capability, the Contractor shall only be responsible for wilful acts and gross negligence.

10. Copyright

- a) The copyright and the right to duplication of sketches, patterns, drafts, originals, films and similar shall remain with the Contractor.
- b) Lithographs, copying templates, embossing plates, digital proofs, stamping tools, contours, etc. shall remain the property of the Contractor, provided that digital data form the basis for these. This shall also apply, if his proportional cost contributions are invoiced separately. The Contractor has no retention obligation.

11. Place of performance and legal venue

The place of performance for the Contractor's delivery is the processing business establishment. The legal venue and place of performance for the payment is Celle.

The law of the Federal Republic of Germany shall apply, unless the validity of German law is excluded on the basis of a peremptory norm. The provisions of the UN Sales Convention shall not apply. The General Terms and Conditions of Achilles Präsentationsprodukte GmbH shall generally take priority.