

1. General

- a) The supplier's following terms and conditions form the basis for all business relations with the customer. They only apply for business with persons acting in a commercial or self-employed professional capacity (businesses) and legal persons under public law and special assets under public law.
- b) Additional agreements and contract amendments must be made in writing.

2. Prices

- a) All agreed prices are net prices excluding statutory VAT, which will be shown additionally on the invoice. The supplier will not be liable for the VAT debts and VAT offences of its domestic or foreign customers. If the supplier is held liable for their obligations, the claim for reimbursement will be due for payment immediately.
- b) The supplier has the right to invoice the customer additional costs incurred for requested expedited delivery, in particular for weekend work and increased shipping costs. If the material that the customer provides for further processing cannot be processed or can only be processed at increased expense, the customer will be charged the additional costs incurred.
- c) Payment will be based on the quantity that is delivered, good production will be invoiced.

3. Delivery terms

- a) A specific delivery time or period is only effective if it has been agreed in writing.
- b) Claims for compensation due to late delivery are excluded.

4. Shipping

The supplier will take back packaging in accordance with the German Packaging Regulation (VerpackungsVO). This has to be clean, free of foreign matter and sorted by different types of packaging. Otherwise the supplier will have the right to claim from the customer the additional costs incurred during disposal.

5. Payment

- a) The supplier's invoice is to be paid within 14 days of the invoice date.
- b) The supplier has the right to demand part payment at any time.
- c) If the customer defaults on its payment obligations, including in relation to other contracts with the supplier, or if the customer is in breach of contract for any other reason, all of the supplier's receivables will be due for payment immediately. The supplier may withhold goods that have not yet been delivered, demand immediate payment against delivery and stop work on orders that are still in progress.
- d) If the customer can request the rectification of a defect, it may only refuse payment for the corresponding portion.
- e) The customer may not offset with counterclaims, unless the customer's claim is undisputed or established in law. The customer may not derive any right of retention from other contracts.

6. Retention of title

- a) All of the materials and end products supplied by the supplier will remain the property of the supplier until full payment of the invoice amounts. In the event of the supplier's property being processed, the supplier will be considered to be the producer in accordance with § 950 of the German Civil Code (BGB) and will retain the title to the products in every stage of the processing. If third parties are involved in the processing or if materials of the customer are used in the processing, the supplier's ownership will be limited to the share of the co-ownership based on the invoice value of the processed goods. Ownership acquired in this way will be in the form of retention of title.
- b) The customer has the right to use the material supplied by the supplier in the normal course of business. The receivables resulting from this are assigned to the supplier now in the amount that equates to the supplier's share of the co-ownership. The supplier accepts this assignment. The supplier has the right to inform the buyer of this assignment. The customer has to provide the supplier with information about the buyer and the amount of the assigned receivables at any time upon request.
- c) So long as the customer is not in arrears with its payments, it is authorised to collect the receivables assigned to the supplier.
- d) If the value of the collateral exceeds the supplier's receivables by more than 20 %, the supplier will be obliged to release the collateral to this extent at the customer's request.

If there is more than one item of collateral, the supplier will have the right to choose which is released.

7. Reservation of the right of withdrawal

- a) If the material supplied by the customer cannot be processed properly (due in particular to paper, film or colour defects or any other flaws), the supplier may withdraw from the contract. Processing costs that have already been incurred will be charged to the customer. The customer must take back the material at its own cost.
- b) If the customer's material is damaged when it is inspected for processability, the supplier will only be held responsible in the event of wilful intent or gross negligence; the supplier will accept no further liability.
- c) If performance is impossible for the supplier or anybody else, the supplier may withdraw and the customer will not have the right to claim compensation.
- d) The same will apply if the customer or any other material provider has not provided the supplier with the material required for the performance of the contract or does not supply such material on time or sufficiently.

8. Liability for defects

- a) Defects must be notified within three days of receipt of delivery, otherwise warranty claims will be excluded.
- b) The customer will not be able to make any warranty claims if the order involves material that is not customary, unless the customer has advised the supplier in writing of the special features of the material and the supplier has confirmed the order in writing.
- c) The supplier accepts no liability in particular for the processing of digitally printed sheets, if the customer has not provided any similar sheets for a first run.
- d) The customer's claims are strictly limited to supplementary performance; however, the customer expressly has the right to reduce payment if the supplementary performance fails or, if it chooses, withdraw from the contract. In the event of rework, the supplier has to bear all of the costs incurred for the purpose of rectifying the defect, in particular the transport and material costs, as far as these costs are not increased by moving the items to be worked on to a place other than the place of fulfilment.
- e) The supplier will be liable in accordance with legal regulations if the customer makes a claim for compensation which is based on the wilful intent or gross negligence of the supplier, its representatives or its vicarious agents. Provided there is no wilful breach of contract, the liability for compensation will be limited to foreseeable, typically occurring damage.
- f) The supplier will be liable in accordance with legal regulations if it is culpably in breach of a significant contractual obligation; in this case though the liability for compensation will be limited to foreseeable, typically occurring damage.
- g) The liability for culpable injury to life, body or health remains unaffected; this also applies for mandatory liability in accordance with the German Product Liability Act (Produkthaftungsgesetz).
- h) Unless otherwise is provided for above, liability is excluded.
- i) Claims by the customer are subject to a limitation period of twelve months. For wilful and malicious behaviour and for claims under the German Product Liability Act the legal deadlines apply.

9. Performance

- a) The supplier will complete the order in keeping with the current state of technology and within technically required material and process tolerances, unless specific order standards have been defined.
- b) The technical information and processing instructions for finishing that can be downloaded from the internet at www.achilles.de are an integral part of the contracts.
- c) The customer must inform the supplier if the material provided differs from the technical information or previous orders.

10. Copyright

The supplier has the right to use the products it has finished in publications and in particular to promote itself.

11. Place of fulfilment and jurisdiction

The place of fulfilment for delivery by the supplier and payment by the customer is the processing company.

The place of jurisdiction is Celle.

German law applies for relationships with foreign customers.