

Terms and conditions of delivery and payment



1. Area of application

These conditions apply to all of our deliveries to companies in the sense of section 310 para. 1 in conjunction with section 14 of the BGB. They also apply to follow-up orders from the customer, even if we do not refer to them in every case. We do not accept customer T&C that contradict or differ from our T&C, unless we have expressly agreed to the T&C in writing or in text form in isolated cases.

2. Contract, prices

2.1 Offers are non-binding until the order is confirmed in writing. The prices contained in the offer are quoted on reservation that the order data and conditions on which these are based remain unchanged.

2.2 All orders, agreements, undertakings, etc. including all those made by our agents and members of our staff, require written, legally binding confirmation to be legally valid.

2.3 The prices offered and confirmed are, unless otherwise specified, always quoted in EURO before the statutory rate of sales tax. This will be charged additionally at the statutory rate. All prices do not include packing, carriage, insurance and other shipping costs.

2.4 In case of delivery of printed matter, sketches, designs, sample typesets, prints, layouts and other preliminary work carried out for the customer beyond the work contained in the confirmed order shall be charged separately.

3. Payment

3.1 The invoice shall be issued on the day of delivery or readiness for delivery in EURO, and is due upon receipt of the delivery. We shall be entitled, in the event of substantial expenses for the performance of the contract in the form of an order for unusually large quantities of materials or extensive advance performances on our part, to demand a reasonable advance payment for these expenses.

3.2 Payment of the invoice amount is due within 14 days from the date of invoice unless otherwise agreed.

3.3 Discount shall be granted only on the basis of a special agreement. Any discount granted or tolerated by us repeatedly in previous cases shall not entitle the customer to claim continuation of such discount.

3.4 Offsetting and retention are excluded unless the offsetting request is uncontested or has been determined by a court.

4. Delivery and lateness

4.1 Deliveries shall be made in all cases at the customer's cost and risk. The choice of transport and packaging shall take place without specific instructions to the best of our knowledge, without liability.

4.2 We are entitled to make partial deliveries and invoice for them separately to a reasonable extent.

4.3 Delivery schedules and deadlines are only valid if they have been confirmed by us in writing. If delivery dates have been indicated, they shall be considered as approximations and shall commence at the earliest with the confirmation of order, but not before all details of contract execution have been clarified and the relevant conditions have been fulfilled by the customer. The delivery date is the date of dispatch or, in the case of agreed dispatch, the date when notification of readiness is sent.

4.4 In the event of delayed delivery, we must be granted a period of grace before delay penalties come into force. When this additional period has elapsed without result, the customer shall be entitled to withdraw from the contract provided he has issued a prior warning in this regard with suitable notice. This right to withdraw shall not apply in the case of partial deliveries already carried out.

4.5 We shall only be liable for lateness compensation if we were at fault with regard to the delay. We choose our suppliers with the utmost care. We also monitor the order processing to the best of our ability. If we do not deliver ourselves on time, we are only liable for compensation to the extent that we

are entitled to claim against our suppliers. If we have relinquished our compensation claims with regard to our customer, we are exempt of liability. Section 6.6 also applies.

4.6 In the event of call-up orders, the client is obliged to accept the entire quantity which is based on the call-up order. The client's call-up obligation is a main obligation. Unless otherwise agreed, there is an acceptance deadline of 12 months for call-up orders, calculated from the date of order confirmation. If the acceptance has not taken place by the time the deadline has elapsed, we are entitled to set an appropriate deadline for the acceptance of the order quantity that is still to be accepted. If this deadline is exceeded without results, we have the choice of either demanding advance payment of the purchase price and delivering the remaining quantity in its entirety or withdrawing from the contract in accordance with section 323 of the BGB. Other rights, such as the right to compensation, shall remain unaffected.

4.7 Operational problems for which we are not responsible, both in our company and the supplier's company, such as strikes, lockouts and all other cases of Acts of God, the entitlement to termination of the contract does not exist until the client cannot be expected to wait any longer, otherwise the agreed delivery date shall be extended by the duration of the delay. However, termination cannot take place any sooner than four weeks after the above-mentioned operational problem started. Our liability is ruled out in these cases.

4.8 In commercial dealings, we have a right of retention of printing and punching templates, manuscripts, raw materials and other objects supplied by the client in accordance with section 369 of the BGB until complete fulfilment of all outstanding debts from the business relationship.

5. Complaints, reprimands

5.1 The customer must examine the preliminary and interim products forwarded to him for correction, as well as the samples and test pieces, to ascertain whether they comply with the agreement and shall notify us immediately of any faults found. If the delivered material is printed matter, the risk of any errors shall be transferred to the customer from the moment they are released for printing, provided these are not errors that only occurred or could only be recognised after the materials were declared ready for printing.

5.2 In case of delivery of printed matter, slight deviations in coloured reproductions from the original in all printing processes shall not entitle the customer to reject the goods. This also applies to the comparison between proof copies and edition copies. For deviations in materials used, we shall be liable only up to the amount of our own claims against our suppliers. Likewise, minor variations in the quality of the material used or minor deviations in the specification of the material used cannot be objected to, as the quality of the material is subject to a minor range of variance. Deliveries differing up to 10% or more above or below the quantities ordered shall also not entitle the Customer to make a complaint. Invoices shall always be based on the quantities delivered.

5.3 The customer must check the goods immediately, no later than within one week after delivery, for freedom from defects and notify us of defects and other deviations of our delivery from the order in writing or in text form. If such a complaint is not received in accordance with the conditions, our delivery is regarded as accepted.

5.4 If defects could not be found within the scope of check after receipt of the delivery in accordance with the conditions, we must be notified thereof within one week of discovery.

5.5 We are only liable to customers who are consumers for advertising statements or defects in the user manual.

6. Warranty, liability

6.1 The warranty period for newly manufactured items is two years, and one year for used, reworked items. The warranty period is always one year if the customer is an entrepreneur, a legal entity of the public right or a special fund under public law.

6.2 Minor defects which have no major effect on the suitability or usability of our deliveries are excluded from the warranty.

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6.3 We are entitled to fulfil the warranty by means of rectification by remedying the defect or supplying a new item. If the rectification fails, we are entitled to a second attempt. Defects in part of supplied goods do not constitute entitlement to complain about the entire delivery, unless the partial delivery is not of interest to the client.

6.4 The client is not entitled to withdraw from the contract or claim compensation in accordance with the following conditions until the rectification has failed a second time. There is no right to reduce the purchase price.

6.5 The contractor is only liable for damage which is caused by intentional or grossly negligent actions, and due to the infringement of major contractual obligations, provided that the purpose of the contract is put at risk, in the absence of assured characteristics and in cases of compulsory liability in accordance with the product liability act. In the event of infringement of major contract obligations, liability is only accepted for foreseeable damage that is typical for the contract. The same principles apply for the liability of the contractor's fulfilment and vicarious agents. If compensation claims are made, they must be made within three months of written refusal or refusal in text form by the contractor by way of legal action. Assertion at a later date is ruled out, unless proceedings to secure evidence have been initiated.

6.6. The compensation is limited to the negative interest in any case. Compensation for consequential damage is ruled out, unless it is based on intent or gross negligence.

6.7 Defects in deliveries which were made in accordance with the drawings, manuscripts and samples which have been checked and approved by the client are excluded from our liability. The contractor does not have any checking liability for deliveries (including data media, transferred data) made by the client or by a third party involved by the client or other provided services. This does not apply to data which is obviously not capable of being processed or is unreadable. For data transmissions the client must use appropriate virus protection programs which are at the latest technical status before transmitting. Data backups are the sole responsibility of the client. The contractor is entitled to make a copy.

6.8 Contractual penalties in conditions from our client are not accepted. See 9

7. Retention of title

7.1 The delivered merchandise shall remain our property until full payment of all claims outstanding to us at the date of invoice. The customer is only entitled to sell this merchandise in regular business dealings. The customer thereby transfers his claims from the resale to us. We shall release these claims transferred to us if the security rights we have obtained exceed the amount of our claim by over 10 %. If the customer obtains sole or (co-) ownership by combining, blending, mixing or processing or modifying our delivered merchandise, we shall be entitled to ownership or joint ownership of the new object at least to a share corresponding to the share of the value of our delivery in the other combined, blended or mixed objects. The claim for purchase price arising from sale of the products thus created is hereby transferred to us according to the value of our delivery plus 10 %. Orders beyond the due transaction, in particular transfer by way of security and pledging of goods, are inadmissible. We must be notified immediately if the enforcement applies to the assets of the client and the reserved goods are affected.

7.2 We shall retain title to the goods we delivered or to the rights arising in their stead in accordance with the above provisions also for the customer's liabilities towards other companies within Witte Technology GmbH.

8. Rights to tools, equipment, etc.

8.1 Tools, printing sheets and the operating equipment used by us for the production of printed matter – in particular films, printing blocks, lithographs, printing plates and punching dies – remain our property, even if they have been invoiced separately, unless they have been provided by the client.

8.2 The objects described above as well as semi-finished and finished products shall be kept beyond the delivery date only with prior agreement and against separate payment.

9. Copyrights and protective rights of third parties

The customer shall be solely liable if our execution of his order leads to infringement of any third-party rights, in particular copyrights, industrial rights and

third-party trademarks. The customer shall release us from all third party claims based on such infringement of rights.

10. Periodic work

Contracts regulating work recurring work on a regular basis can be terminated only with a notice period of least 3 months in writing or in text form.

11. Information and instructions

All verbal and written instructions on suitability and possibilities of use of our products are issued according to our best knowledge and beliefs, but shall not be considered guaranteed and do not justify any claims against us unless they are a matter of a contractual indication of condition.

12. Written form, Assignment Prohibition

12.1 12.1 All agreements with the Customer must be made or confirmed in writing. Unless written form is expressly required in individual cases, the declarations to be made may also be submitted in text form.

12.2 Any assignment of claims directed against us, for whatever reason, requires our written consent, cf. item 3.4. The provision of §354a HGB (German Commercial Code) remains intact.

13. Place of fulfilment, place of jurisdiction, choice of law

13.1 The place of fulfilment and the place of jurisdiction for all claims arising from the order is our choice of our headquarters, the location of the branch carrying out the order or the location of the client. 13.2 This agreement is subject to the law of the Federal Republic of Germany, with exclusion of U.N. commercial law and the Hague treaty. See 13.1.

14. Severability clause

If any provisions of this agreement are or become void or ineffective in law, this shall not affect the validity of the remaining agreement. The parties shall agree to replace the invalid provision with an arrangement coming as close as possible to the commercial intentions of the original.

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