

Terms & Conditions for the goods supplies with customers of

KARTUS

Date: 01.06.2020

§ 1 – General Scope

- (1) These conditions of sale apply exclusively; The seller does not acknowledge any conflicting or deviating terms and conditions of the buyer, unless the seller has expressly agreed to their validity in writing. These conditions of sale shall also apply if the seller unconditionally executes the delivery to the customer in the knowledge of conflicting or deviating conditions of the buyer.
- (2) All agreements made between the seller and buyer for the purpose of executing this contract are set out in writing in this contract. This applies in particular to guarantees of any kind.
- (3) The seller distributes products to commercial customers via different delivery options. In case of any defects or delays, the respective manufacturer is obliged to remedy the defect or to pay damages. It does not matter that the contract between the seller and the buyer comes about. If additional quantities are ordered, the prices for the respectively ordered quantity and not the conditions resulting from the first order apply.
- (4) These Terms of Sale also apply to any future dealings with the buyer.
- (5) The validity of German law is agreed, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG of 11 April 1980, as amended).

§ 2 – Conclusion of Contract

- (1) The purchase contract is concluded with the seller (MP Label UG, Kölner Str. 319, D-51702 Bergneustadt) and the buyer.
- (2) The contract is concluded when the customer places an order as usual in a legally authorized way. An order confirmation or invoice from the seller to the buyer, which is not contradicted within 2 days from the date of receipt of the order confirmation / invoice to the customer, is accompanied by a binding contract.

§ 3 – Offer, Offer Documents

- (1) The offers of the seller are non-binding, meaning only a request for the submission of an offer by the buyer.
- (2) In illustrations, drawings, calculations and other documents, the seller reserves all ownership and copyrights; they may not be made accessible to third parties. This applies in particular to written documents that are designated as "confidential"; before being passed on to third parties, the buyer requires the express written consent of the seller.

§ 4 – Prices

- (1) All prices are ex warehouse incl. Packaging and transport, unless otherwise agreed. The deduction of cash discount etc. requires a separate agreement.
- (2) The statutory value added tax is not included in the sales prices, it will be shown separately in the invoice at the statutory rate on the day of delivery.
- (3) The seller reserves the right to change its prices accordingly if, after conclusion of the contract, the costs increase or decrease, in particular due to collective bargaining agreements, changes in freight, shipping and delivery costs or material prices. He will prove this to the buyer on request. If the increase is more than 5% of the agreed purchase price, the non-entrepreneurial buyer is entitled to a right of termination.
- (4) Packaging materials (eg pallets) are not able to be returned to the seller, as these are not sold separately. In case of voluntary take-back by the seller, the costs for the return transport on the part of the buyer must be borne in cash.
- (5) Quotation prices, unless otherwise agreed, require full loading and utilization of the full weight of the respective means of transport. If partial deliveries or delivery by railcar are required, additional costs shall be borne by the buyer.
- (6) The additional terms of delivery of the seller apply as agreed.

§ 5 – Resignation

- (1) The seller is entitled to withdraw from the contract if a) the buyer has made false statements about his creditworthiness, b) due to a circumstance for which the seller is not responsible for a purchase of the object of purchase is not possible according to the contract or c) the delivery with reasonable expenses to overcome obstacles to overcome.
- (2) The seller will immediately notify the buyer of the unavailability and refund any consideration received to the buyer if he withdraws from the contract.
- (3) In the case of custom-made products or orders specially tailored to the needs of the purchaser, rescission is only possible with immediate compensation of the seller or his supplier by the purchaser with the costs for the special production incurred up to the time of the resignation.

§ 6 – Terms of Payment

- (1) In the case of cash sales, the purchase price must be paid immediately with the order confirmation, but no later than upon delivery of the goods without deductions. The unloading of the goods takes place only after payment to the seller. Target purchase always requires a special written agreement, which comes from proof of the necessary collateral. If payment is made by bill of exchange or check - which must be agreed beforehand - the buyer is also obligated to take over any discount or exchange charges.
- (2) Invoices of the seller shall be deemed accepted unless contradicted in writing within 2 working days from the invoice date. The seller will inform the buyer with each invoice.
- (3) Unless otherwise stated in the order confirmation / invoice, the purchase price is due immediately. Before, no delivery occurs. A default occurs on previously agreed target purchases based on the agreed payment term immediately after the first day outside this target. Merchants within the meaning of the German Commercial Code (HGB) are obliged to pay interest from the due date.
- (4) In the case of a reminder, a fee i. H. v. Euro 10.00, whose payment obligation does not exist only with the first reminder, if this is justifying the delay.
- (5) In the case of deferment of the purchase price, interest is to be paid in the amount of the default interest.
- (6) In the event of payment difficulties of the purchaser (eg default in payment, check or bill protest), the seller is entitled to demand payment of all outstanding, even deferred invoice amounts immediately and to demand return of the bill of exchange, cash payment or security provided. In such a case any agreed discounts and rebates may be omitted.
- (7) If advance payments or security deposits are not made on time, the seller may, after a reminder, withdraw from the contract or refuse further deliveries and services and assert claims for non-performance.
- (8) The Buyer is only entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been acknowledged by the Seller. Furthermore, he is only authorized to exercise a right of retention to the extent that his counterclaim is undisputed. A right of retention can only be derived from the same contractual relationship from which the claim of the seller is asserted. The right of retention refers to the individual purchase and not to a possible summary in an invoice.

§ 7 – Delivery

- (1) Delivery shall be made to the agreed place, if agreed in accordance with the contract. For the transfer of risk, see § 7.
- (2) Delivery Free house means delivery excl. Unloading, on the condition of a road accessible by heavy truck. If the delivery vehicle leaves the passable access road on the instructions of the purchaser or a person commissioned by him, he shall be liable for any damage occurring. Unloading for certain deliveries and waiting times is not included in the price unless agreed. These are recorded on a timely basis and subsequently charged to the buyer for immediate payment.
- (3) In the case of unjustified non-acceptance of the delivered goods, costs and damages shall be borne by the buyer. Returns of delivered goods will not be accepted without prior consent of the seller.
- (4) The order reasonable partial deliveries are allowed.

§ 8 – Delivery Time

- (1) Delivery times are subject to correct and timely self-delivery, unless the seller promises binding delivery times. The beginning of the written delivery time specified by the seller presupposes the clarification of all technical questions, see additional terms of delivery.
- (2) With regard to liability for damages caused by delay, the liability limitations pursuant to § 10 shall apply accordingly.
- (3) The limitation of liability pursuant to para. 2 does not apply if a commercial firm transaction has been agreed; The same applies if the buyer can assert due to the seller's default that his interest in the fulfillment of the contract has ceased to exist. The liability for damages is limited to the foreseeable, typically occurring damage, unless the seller has committed the breach of contract intentionally.
- (4) If the buyer is in default of acceptance or if he breaches other obligations to cooperate, the seller is entitled to demand compensation for the resulting damage, including any additional expenses. Further claims and the plea of the non-fulfilled contract remain reserved. In this case, the risk of accidental loss or accidental deterioration of the purchased item at the time on the buyer, in which he is in default of acceptance.

§ 9 – Transfer of Risk

- (1) Unless otherwise stated in the order confirmation, delivery is agreed "ex warehouse", this also applies to delivery. The risk passes to the buyer when the goods are handed over to the freight forwarder or carrier at the warehouse of the manufacturer / supplier.
- (2) This rule also applies to partial deliveries.
- (3) If the shipment is delayed due to circumstances for which the buyer is responsible, the risk shall pass to the buyer from the date of readiness for shipment; however, the seller is obliged to effect the insurance requested by the buyer at the buyer's request and expense.

§ 10 – Warranties

- (1) If there is a defect in the purchased item for which the supplier of the seller is responsible, this supplier / manufacturer is entitled to subsequent performance. In the case of removal of defects, the supplier / manufacturer of the goods is obliged to bear all expenses incurred for the purpose of remedying the defect, in particular transport, travel, labor and material costs, unless these are increased by the goods being moved to a location other than the place of performance has been spent. Otherwise, the legal regulations remain.
- (2) The seller is not liable for any damage he, his legal representative or vicarious agent caused by ordinary negligence. This limitation of liability does not apply to damages resulting from injury to life, body or health and from the violation of essential contractual obligations. Insofar as the seller is not accused of intentional breach of contract, the liability for damages is limited to the foreseeable, typically occurring damage. It is pointed out that suppliers are not vicarious agents of the seller.
- (3) Damage caused by defects in the delivered goods must be reported to the seller without delay, stating the processed goods.
- (4) The warranty period is one year, unless there is a case of § 438 I No. 2 BGB (things that are used in accordance with their usual use for a building and cause its defectiveness), then it remains with the 5-year Statute of Limitations. This limitation of liability does not apply to damages resulting from injury to life, body or health.
- (5) The warranty rights of the buyer presuppose that the seller has reported these obvious defects in writing to the seller within 2 weeks. The merchant within the meaning of the German Commercial Code (HGB) must have duly fulfilled his duties of examination and notification of defects pursuant to § 377 HGB. Transport damages are to be reported to the seller immediately in writing. In the case of delivery by commercial, local and long-distance transport vehicles or other means of transport, the buyer must carry out the necessary formalities vis-à-vis the carrier. Commercial breakage and shrinkage can not be objected to.
- (6) If it is a used object, then all warranty claims are excluded, unless there is a fraud or a guaranteed property. This limitation of liability does not apply to damages resulting from injury to life, body or health.
- (7) If the buyer detects a defect, he may not process the object of sale, sell, etc., until a preservation of evidence with the seller / supplier or a judicial procedure for securing evidence has been carried out or a mutually agreed arrangement has been made with the seller.

§ 11 – Limitation of Liability

- (1) The liability of the seller for claims for damages for breach of duty or tort claims in accordance with § 823 ff BGB etc. is limited in accordance with the following paragraphs.
- (2) Insofar as the liability of the seller is excluded or limited, this also applies to the personal liability of his employees, employees, employees, representatives and vicarious agents etc.
- (3) Liability independent of indebtedness for the purchase of the object of purchase, if it concerns a generic fault, is excluded, A liability is taken over only on presentation of a fault.
- (4) Liability for simple negligence (for whatever legal reason) is excluded. In case of violation of essential contractual obligations, the seller is also liable for simple negligence.
- (5) Liability for consulting services, etc., in particular with regard to the processing and processing of products, shall only be assumed if they were made in writing.
- (6) The liability for damages is limited to the foreseeable, typically occurring damage, unless the seller has committed the breach of duty intentionally.
- (7) Claims for damages for liability under the mandatory provisions of the Product Liability Act remain unaffected. The liability of the seller shall be excluded in the event that the manufacturer or subcontractor is notified in writing to the buyer within 4 weeks after the goods causing the damage have been reported.
- (8) These limitations of liability do not apply to damages resulting from injury to life, body or health or in the case of a guarantee or the assumption of a procurement guarantee.

§ 12 – Retention of Property Security

- (1) The seller reserves the ownership of the purchased goods until receipt of all payments (purchase price, transport fee, default interest, other damages caused by delay, etc.) from the existing business relationship with the buyer. In case of breach of contract by the buyer, in particular in case of default, the seller is entitled to take back the goods and to enter the buyer's business for this purpose. The seller hereby agrees. This does not constitute a withdrawal from the contract, unless the seller has expressly stated this in writing. In the garnishment of the purchased item by the seller is always a withdrawal from the contract. He is entitled to the recovery of the purchased goods for their exploitation, the proceeds of sale shall be credited to the liabilities of the purchaser minus reasonable recovery costs. He is also entitled to put himself in the possession of the purchased item. The customer expressly agrees to this, so that this does not constitute a prohibited power of one's own.

- (2) The buyer is obliged to handle the purchased goods with care. In particular, he is obliged to adequately insure these at his own expense against fire, water and theft damage at replacement value. If maintenance and inspection work is required, the buyer must carry it out at his own expense in a timely manner.
- (3) In the case of seizures and other encroachments by third parties, the purchaser must immediately inform the seller in writing, so that he can file a claim pursuant to § 771 ZPO. Insofar as the third party is not in a position to reimburse the seller for the court and out-of-court costs of a claim pursuant to § 771 ZPO, the buyer is liable for the loss incurred by the seller.
- (4) The buyer is entitled to reuse the purchased item in the ordinary course of business; however, he hereby assigns to the seller all claims in the amount of the final invoice amount (including VAT) which accrue to him from the resale or processing against his customers or third parties, irrespective of whether the purchased item is without or after processing has been recycled. The sold party hereby accepts the assignment. To collect this claim, the buyer remains authorized even after the assignment. The right of the seller to collect the claim itself remains unaffected. However, the seller undertakes not to collect the claim as long as the buyer meets his payment obligations from the proceeds received, is not in default of payment and, in particular, no petition for opening insolvency proceedings or settling an out of court settlement with the creditors for debt settlement (305 I no. 1 InsO), there is no check or bill protest or payment suspension. If this is the case, the seller may demand that the buyer informs him of the assigned claims and their debtors, provides all information necessary for collection, hands over the related documents and notifies the debtors (third parties) of the assignment. The collection authorization refers to the entire balance claim.
- (5) The processing or transformation of the purchased item by the buyer is always carried out for the seller. If the purchased item is processed with other items not belonging to the seller, the seller acquires co-ownership of the new item in proportion of the value of the item purchased to the other processed items at the time of processing. Incidentally, the same applies to the item resulting from processing as to the purchased item delivered under reserve.
- (6) If the purchased item is inseparably mixed with other items not belonging to the seller, then the buyer acquires co-ownership of the new item in the ratio of the value of the item purchased to the other mixed items at the time of mixing. If the mixing takes place in such a way that the item of the buyer is to be regarded as the main item, it shall be deemed agreed that the buyer assigns proportional co-ownership to the seller. The buyer stores the existing sole ownership or co-ownership free of charge for the seller.
- (7) If the collection authority in accordance with paragraph 4 ceases to exist, the buyer is no longer authorized to install the reserved goods, to inseparably mix or process them.
- (8) The buyer assigns to the seller also the claims against the third party, which accrue by the connection of the purchased object with a property against a third party. This also includes the right to a security mortgage prior to the remainder. The seller accepts the assignment.
- (9) If reserved goods are installed by the buyer as an essential element in their own property, the customer hereby assigns the claims resulting from the commercial sale of the property or property rights in the amount of the value of the reserved goods with all ancillary rights and in the rank before the rest. The seller accepts the assignment.
- (10) The seller undertakes to release the securities to which he is entitled upon request of the buyer to the extent that the realizable value of his securities exceeds the claims to be secured by more than 45% (20% value deduction, 4% § 171 I InsO, 5% § 171 II InsO and Value Added Tax, currently 19%, in the respective statutory amount). As realizable value, unless the seller proves a lower realizable value of the goods subject to retention, the purchase prices of the purchaser or the processing cost of the collateral or the co-ownership interest, respectively deducting a permissible valuation deduction, from a maximum of 35% of the claim to be secured (20% value deduction, 4% § 171 I InsO, 5% § 171 II InsO and value added tax in the respective statutory amount - currently 19%) due to possible shortfalls. The choice of securities to be released is incumbent upon the seller.

§ 13 – Federal Data Protection Law

The seller stores and processes customer data in accordance with the provisions of the Federal Data Protection Law.

§ 14 – Jurisdiction, Place of Fulfillment, Law

Unless otherwise agreed, the place of jurisdiction and place of performance is the registered office of the seller.

§ 15 – Salvatory Clause

Should any provision of these General Terms and Conditions be ineffective for the goods transaction, the validity of the remaining provisions shall remain unaffected. The ineffective part shall be replaced by the one which comes closest to the content of the invalid provision.

KARTUS

a brand of the company

MP Label UG
Kölner Str. 319
D-51702 Bergneustadt

E-Mail: info@kartus.eu
Web: <http://www.kartus.eu>

Communication Data:

Mobile: +49 (0) 151 / 401 183 18
Phone: +49 (0) 2261 / 997 95 66
Fax: +49 (0) 2261 / 997 95 67

Bank details:

Sparkasse Gummersbach-Bergneustadt
IBAN DE94 3845 0000 1000 5354 41
BIC WELADED1GMB