

RIEDLE

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GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

I. Scope

1. Orders shall be processed solely on the basis of the following terms and conditions.
2. Any deviations from these General Terms and Conditions shall be binding on the contractor only if it has explicitly acknowledged them in writing.
3. General terms and conditions of the client or third-party companies that deviate from these General Terms and Conditions or from any special agreements shall not be binding on the contractor even if the client has referred to them and the contractor has not explicitly objected to them in the individual case.

II. Offer and acceptance; interpretation of contracts

1. Electronic images on the company's own websites and in online shops and web content of third parties, newsletters, printed media, advertising e-mails, price lists and similar promotional materials are not binding with respect to the information they contain and the stated design type. They do not constitute an offer in themselves and shall not be used to interpret offers or order confirmations or any contracts that have been drawn up.
2. The contractor shall always confirm acceptance of a contract in writing, via e-mail or fax, unless delivery or issuance of the invoice is immediate. Any declarations made by telephone or verbally shall be binding on the contractor only insofar as it confirms them in writing, via e-mail or fax.

III. Prices

1. Prices stated in electronic images on the company's own websites and in online shops and web content of third parties, newsletters, printed media, advertising e-mails, price lists and similar promotional materials are non-binding.
2. Quoted prices become binding only once the order is confirmed by the contractor. Prices stated in the contractor's offer apply on condition that the order data on which the submitted offer is based remains unchanged.

RIEDLE

PAPIERTASCHENMACHER

IV. Payment

1. Payments shall be due immediately after receipt of the invoice.
2. It is up to the contractor to take out trade indemnity insurance or credit insurance for the order before carrying out the order. If the insurer refuses to insure the order on the basis of market data that is available regarding the client, the contractor shall be entitled to demand advance payment before carrying out the order. In these cases, the order will be carried out only upon receipt of payment in advance. The client shall not be held responsible for any delays in delivery in connection with this.
3. The contractor may charge the client or exercise a right of retention only with an undisputed or legally valid invoice.
4. If the client is in default, the contractor can prohibit the client from passing on or transferring the goods that have been delivered.

V. Industrial property rights

1. The copyright to the items manufactured by the contractor, including materials, designs, etc., is owned by the contractor, along with the right to reproduce them in any process and for any purpose, unless explicitly agreed otherwise.
2. Designs, drawings, clichés, films, rollers, printing plates and any items manufactured by or for the contractor in preparation for a manufacturing order shall remain the property of the contractor.
3. The client alone is responsible for checking the right of reproduction, including with respect to the copyright to documents that it has made available. The client shall release the contractor from all claims by third parties based on infringement of intellectual property rights or any claims under competition law in connection with the documents made available and the execution of the order.
4. The goods delivered by the contractor may contain a company legal notice.

RIEDLE

PAPIERTASCHENMACHER

VI. Preliminary inspection

1. Deliveries (including graphical manufacturing data on data storage devices and digitally transmitted data) by the client or a third party that it has engaged shall not be subject to any duty of inspection on the part of the contractor. This does not apply to data that is obviously not legible. The contractor is entitled to make a back-up copy of data that is transmitted.
2. The client must in all cases immediately check any print sketches, proofs, colour proofs, colour test runs and approval samples, electronic sketches of measurements and other materials that the contractor sends to it either by post or digitally for correction and manufacturing approval. The risk of any errors is transferred to the client upon declaration that the design is ready for printing/production, unless the error concerned occurs during a manufacturing process after the design is declared ready for printing/production. The same applies to all other declarations of approval by the client.
3. Any additional costs caused by amendments that are requested only after production of a design or test copy begins (e.g. where drawings, sets, clichés, films, rollers and other manufacturing tools are remade) shall be charged to the client separately. This does not apply to modifications requested because of faulty execution for which the contractor is responsible or because of errors made by the supplier.
4. If the client dispenses with a preliminary inspection or an inspection of semi-finished products or intermediate goods, no claims may be raised regarding errors, particularly errors in sets, incorrect positioning, variations in colour or differences in materials.
5. If the client decides not to proceed with the further execution of the order after production of designs or other preparatory items, the client shall be invoiced for the cost of producing the designs, subject to any further claims on the part of the supplier.

VII. Delivery

1. Risk is transferred to the client as soon as the goods have been handed over to the person who is to transport them, even if the contractor bears all or part of the transport costs.
2. Agreed delivery deadlines shall be valid only if the contractor has explicitly confirmed them in writing. Delivery deadlines are approximate unless they have been explicitly confirmed in writing as fixed deadlines. The delivery period begins on the date of receipt of final approval for printing or manufacture or of clearance by the client.
3. If the client requests amendments to the order after the order has been confirmed and these have an impact on production time, a new delivery period shall begin upon confirmation of the amendments. The contractor shall not be liable if the delivery period is exceeded where this is due to circumstances for which the contractor is not responsible.

RIEDLE

PAPIERTASCHENMACHER

4. If a delivery deadline is agreed on the basis of time periods, this shall begin on the date on which the order confirmation is dispatched and shall end on the date on which the goods are shipped.

5. Operational disruptions – either at the contractor’s plant or at the plant of a supplier – such as a strike or lock-out or any other acts of God shall provide justification for terminating the contract only if the client cannot reasonably be expected to wait any longer; otherwise, the agreed delivery period shall be extended by the period of the delay. The contractor shall not be held liable in such cases.

6. If the contractor delays performance of the service, the client can exercise its rights under Section 323 of the German Civil Code (BGB) only if the contractor is responsible for the delay. This provision is not associated with any change in the burden of proof.

7. The client may not reject any deliveries made before the end of the delivery period or any part deliveries.

8. No complaints may be made on the grounds that a delivery contains up to 10% more or less than the quantity ordered. The client will be charged for the quantity delivered.

VIII. Packaging and carriage

1. Shipping and transport packaging will be charged at cost price plus value added tax. and will be taken back upon request and reimbursement of the disposal charges. The return shipment will be free of charge to the contractor.

2. Deliveries will be insured only on the explicit instructions of the client and at the client’s expense.

3. The client shall bear the cost of shipping.

IX. Retention of title

1. The goods supplied by the contractor shall remain its property until all claims of the contractor against the client as at the invoice date have been paid in full. The client is entitled to resell the goods only within the ordinary course of business. The client hereby transfers its claim arising from resale to the contractor in advance. The contractor hereby accepts this transfer. The client has a duty to inform the contractor of the name of the debtor of the claim that has been transferred in the event of default, if not before. If collateral that is in place for the contractor exceeds the value of the claim by more than 20%, the contractor shall in this respect be obliged, at the request of the client or at the request of a third party that is adversely affected by the contractor’s overcollateralisation, to release collateral as the contractor sees fit.

RIEDLE

PAPIERTASCHENMACHER

2. Exceptional provisions, such as pledges, assignments as security, etc., are permitted only with the approval of the contractor. The client must inform the contractor immediately of any access by third parties to goods delivered under retention of title (e.g. seizure by other creditors).

3. Unless otherwise agreed, BAGS BY RIEDLE® reserves the right to use produced paper bags for marketing purposes.

X. Claims for defects

1. The contractor must check immediately that the goods are in accordance with the contract. Complaints are permitted only within one week of receipt of the goods.

2. In the case of coloured products, no complaints may be lodged against minor variations in colour within a run. The same applies to comparisons of products with other templates, e.g. digital proofs or test runs. Furthermore, no liability shall be accepted for defects that have no adverse impact or only a negligible adverse impact on the value of the goods or their fitness for purpose.

3. If a portion of the delivered goods is defective, this shall not entitle the client to reject the entire delivery, unless the part delivery is of no use to the client.

4. For technical reasons, the contractor reserves the right for deliveries to contain more or less than the quantity ordered, minor variations in colour and format and minor misalignments in printing registration. No complaints may be lodged in this regard. The same applies to minor variations in the weight, strength and material/material properties of the goods or part of the goods, where these are due to technical reasons and are customary in the market.

5. No responsibility can be assumed for the durability of the colours of materials and printing inks, even if they are described as non-fading, as the raw material and ink suppliers do not assume any liability for the lightfastness of their inks either. The abrasion resistance of printing inks cannot be guaranteed. Abrasion may vary depending on the type of ink. A protective finish can improve abrasion resistance, but will not completely guarantee it. The contractor shall not be held liable for any secondary damage caused by colour abrasion.

6. The contractor shall assume liability for delivered goods insofar as goods that are established to be defective shall be repaired or replaced with new items free of charge as the contractor sees fit. In this case, the defective items that have been delivered must be returned to the contractor. In the production of paper and plastic products, a relatively small number of faulty goods cannot be avoided due to technical reasons and no complaints may be lodged if this affects up to 2% of the total quantity, irrespective of whether the defect lies in processing or printing.

RIEDLE

PAPIERTASCHENMACHER

7. If, depending on the type of goods, repair is not possible from an objective viewpoint or if repair would not be proportionate in view of the associated costs in relation to the value of the order, or if a replacement delivery is not possible, particularly in the case of custom-made products, the contractor has a duty to take back the goods that cannot be used by the client in exchange for a refund of the purchase price.

8. The contractor is entitled to examine the reported defect on site.

9. Warranty claims, provided that they are lodged on time, shall lapse within one year, beginning upon transfer of risk (VII 1).

XI. Liability

1. The contractor shall be liable, in accordance with statutory regulations, for any damage to life and health caused by culpable breach of duty, including on the part of its legal representatives or agents. Furthermore, the contractor shall be liable for any damage caused by breach of duty that is intentional or due to gross negligence, including on the part of its legal representatives or agents.

2. For damage caused by breach of duty by the contractor or its legal representatives or agents due to minor negligence, the contractor shall be liable only insofar as this is a significant contractual duty that enables performance of the contract and which the client could expect to be fulfilled. In this case, liability shall be limited to such damage that would typically be associated with the contract and is foreseeable.

3. Any further liability on the part of the contractor shall be excluded. However, any liability in accordance with the product liability act (Produkthaftungsgesetz) shall remain unaffected.

XII. Place of performance, place of jurisdiction and applicable law

1. The place of performance and place of jurisdiction shall be based solely on the contractor's registered office. However, the client shall also be entitled to bring an action in the place where its branch office is located or in the place of domicile or registered office of the purchaser, as it chooses.

2. Contracts concluded with the contractor shall be governed by German law only. The UN Convention on Contracts for the International Sale of Goods is excluded.

3. These General Terms and Conditions shall remain binding even if individual parts thereof should be ineffective for any reason.

BAGS BY RIEDLE

74243 Langenbrettach, Germany

www.riedle.de

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