

# General Conditions of Sale

**Applicable to business transactions with entrepreneurs, legal entities in public law and special funds subject to public law**

## 1. I. Scope of application – contract conclusion – written form

1. These General Conditions of Sale apply to supplies of products and goods in accordance with the contract concluded between Antalis Verpackungen and the purchaser.
2. Our General Conditions of Sale apply exclusively; we do not recognise contradicting or deviating conditions of purchasers unless we have explicitly consented to their application in writing. Our General Conditions of Sale also apply where we carry out deliveries without reservation in the knowledge of contradicting or deviating business conditions of the purchaser.
3. Our offers are non-binding. An order from a customer represents a binding offer, which we can accept within 14 days by sending a written order acceptance.
4. With regard to orders placed via the online shop portal, the goods displayed there do not represent an offer. The customer makes us a binding offer with his online order. In return, he receives a confirmation of receipt, which does not constitute an acceptance of his offer. The contract is concluded by our order confirmation to the customer.
5. All agreements concluded between ourselves and the purchaser for the purpose of fulfilling the contract and all legal business declarations must be made in writing, where by the written form has also been observed where our declarations are sent electronically (e.g. by email) or by fax. Verbal side agreements are only valid where we confirm these in writing. A waiver of the written form must also be expressed in writing.
6. Our contract confirmation is definitive for the content of the contract and the scope of delivery. The normal commercial tolerances apply to specifications of quality, colour, quantities, dimensions and weights.
7. We are entitled to correct possible errors in sales brochures, price lists, offer documents, or other documents from Antalis Verpackungen without being made responsible for damages resulting from such errors.

## II. Delivery time

1. Delivery times begin on the date of order confirmation. The agreed delivery time will be extended by the period of delay in cases of Force Majeure and events which make delivery substantially more difficult or impossible by the duration of the delay. This also applies to cases of industrial disputes, which affect us and our suppliers. The same applies where the purchaser does not fulfil possible co-operation obligations. The delivery time has been complied with where the object of supply has left our works by the time of its expiry or readiness for despatch has been notified.
2. We are entitled to make partial deliveries unless these are unreasonable for the purchaser.
3. If we are in delay in making delivery despite having been granted a subsequent grace period without success, the purchaser has the following rights:
  - a) We shall be liable for such damage, whose occurrence as a result of the delay could have been foreseen in the normal course of events or as a result of the purchaser's information at the time of contract conclusion. The amount of compensation for damage is limited to 2 % of the value of the object of supply for each week of delay commenced - in total, to the value of the object of the contract, with which we are in delay.
  - b) Upon the expiry of the appropriate subsequent grace period, the purchaser is entitled to withdraw from the contract. Compensation for damage due to non-fulfilment can only be claimed insofar as the exclusion of such claim seems grossly unreasonable due to a particular fault on our part, to the special requirements of the purchaser or to other special circumstances. In such a case the liability is limited to such damage as could have been foreseen in the normal course of events.

## III. Invoicing

1. Invoicing is effected upon delivery. Where an order is delivered in several parts, each delivery shall be invoiced individually. Insofar as nothing to the contrary has been agreed, our prices apply "ex works" excluding packaging, freight, and insurance; these will be invoiced separately.
2. Costs for drafts, drawings, printing plates and print rollers will be invoiced with the first delivery. In all cases, these shall remain our property.

## IV. Shipment and risk

1. Shipment will be carried out from our works or distribution warehouse at the risk of the purchaser, even where free of charge delivery has been agreed or we organize the carriage.
2. If shipment is delayed due to circumstances for which we are not responsible, the goods can be taken into storage at the cost and risk of the purchaser with notification of readiness for shipment.

## V. Reservation of title

1. We reserve title to the goods we have delivered until all of our claims have been paid in full - including those resulting from other deliveries - including all secondary claims and until all bills of exchange and cheques have been honoured. In case of processing, combining and mixing with other goods not belonging to the purchaser, we are entitled to co-ownership in that proportion to the invoiced value of our goods as existed at the time of processing, combining or mixing. This also applies in case of such processing of our goods as is carried out on our behalf as manufacturers (§ 950 BGB (German Civil Code)).
2. The purchaser may only sell our reserved goods in the normal course of his business, by passing on our reservation of title and only as long as he is not in arrears with his payments. The purchaser's claims from selling on our reserved goods are already assigned to us here and now in their full invoice values until all of our claims have been settled. Upon request, the purchaser must immediately send us a list of the claims thus assigned. The purchaser is irrevocably entitled to receive payments in respect of these claims.

3. In case of arrears in payments or unsatisfactory information concerning the solvency of the purchaser, we are entitled to take back the goods, to which we have reserved title. The purchaser is obliged to surrender them. The purchaser shall bear all costs for their return and utilisation.
4. The purchaser is obliged to insure the purchased goods adequately at their replacement value against damage by fire, water and theft at his own cost. Insofar as maintenance and servicing work is required, the customer must carry this out in good time at his own cost.

## VI. Warranty

1. Our service is deemed to have been contractually provided where it lies within the normal range of commercial tolerances.
2. The purchaser's claims for defects depend upon his having properly carried out his examination and complaint obligations in accordance with § 377 HGB (German Commercial Code). The warranty period is always 1 year calculated from the transfer of risk unless the law dictates a longer warranty period. Should a defect occur, we will first fulfil our warranty by subsequent rectification or a replacement delivery according to our choice.
3. The warranty period does not begin anew due to the subsequent fulfilment or replacement delivery where this has been provided for reasons of goodwill.
4. We accept no liability for the delivered goods being suitable for the purchaser's intended purposes, unless a quality agreement has been explicitly agreed in writing within the contract. The provision of samples by the customer does not constitute a quality agreement.

## VII. Limitation of liability

1. Our liability for the violation of contractual obligations and tort is limited to intent and gross negligence. This does not apply to cases of injury to the life, body and health of the purchaser or to claims in respect of the violation of essential contractual obligations. In this respect we are liable for all faults regardless of gravity.
2. We are liable only for foreseeable damage. Claims for compensation for damage are only valid where damage remains after other legal remedies have been settled.
3. The exclusion of liability described in Para. 1 also applies to violations of obligations of a minor negligent nature by our vicarious agents.
4. In cases of liability for damage, which is not due to injury to the life, body or health of the purchaser and is not excluded for minor negligence, the period for raising claims expires within one year beginning upon the arising of the claim and, in cases of claims for compensation for defects, beginning upon the handover of the goods respectively.
5. Insofar as a liability for compensation for damage is excluded or limited, this also applies to the personal liability of our employees, representatives and vicarious agents.
6. A liability does not exist for violations of the contract, which result from circumstances beyond our sphere of influence, such as industrial disputes, operational disruptions, the unavailability of raw materials, riots, official measures, disruptions to energy supplies, a lack of necessary transport capacity or other unavoidable events.

## VIII. Final provisions

1. We are entitled to store, process and transfer data concerning goods and payment transactions with the purchaser. All personal and company related data are fundamentally treated as confidential. The data necessary for processing business transactions are stored and are possibly also passed on to associated companies within the scope of order processing. For the duration of the relationship with the customer, his address and creditworthiness data may be passed on to CEG Creditreform GmbH or similar companies for the purposes of credit verification and creditworthiness monitoring.
2. German law shall apply to the contractual relationship between the purchaser and Antalis Verpackungen. UN purchasing law shall not apply.
3. The court of jurisdiction for all disputes arising from this contract is agreed to be Stuttgart (for district court proceedings, the district court in 70190 Stuttgart), insofar as the purchaser is a registered entrepreneur, a legal entity in public law or a special fund subject to public law. This also applies to bill of exchange and cheque obligations and claims for damage of any kind. However, we are entitled to raise a legal action at the purchaser's headquarters.
4. Should individual provisions of the General Conditions of Sale are or become invalid, the remaining provisions shall not lose their validity as a consequence.

## Key supplier data

Antalis Verpackungen GmbH, Bunsenstr  e 11, 70771 Leinfelden-Echterdingen  
Commercial register court: Stuttgart HRB 221264, VAT no.: DE 147 809 725  
Managing Directors: Astrid Vo , Bernd Reckmann