

General sales and delivery conditions



1. General provisions

1.1 These general sales and delivery conditions (hereinafter GSCs) apply exclusively to merchants, legal persons under public law and public-law special funds within the meaning of section 310, paragraph 1 of the German Civil Code (hereinafter BGB) for contracts concerning the delivery of items (goods), as well as contracts for the delivery of movables to be manufactured or produced (section 650 BGB). With acceptance of the goods delivered by us at the latest, the GSCs shall be considered as accepted by our contract partner. The GSCs also apply to all future business transactions with our contract partners, even if they are not once again agreed separately.

1.2 We oppose the inclusion of the general terms and conditions of our contract partners unless we expressly agree in writing to their validity.

1.3 To be effective, any legally relevant declarations and notices from our contract partners after conclusion of the contract (e.g. deadlines, reminders, notices of defects) must be made in writing in accordance with section 126 BGB and be transmitted via post or fax, or in text form in accordance with section 126b BGB for transmission via email.

2. Order confirmation, changes, reservation of rights, ancillary agreements

2.1 Only our order confirmation constitutes a binding delivery contract and commits us to the contract partner (buyer) in accordance with its content. A binding contract is also brought about if the buyer accepts an offer submitted by us in full and without reservation.

2.2 Should our order confirmation contain changes to the order, these changes will be considered as approved by the customer if the customer does not object to our order confirmation within 3 business days.

2.3 We reserve all and any ownership rights and copyrights to illustrations, drawings, calculations and other documents. This also applies to written documents marked as confidential. Before they are passed on to third parties, the buyer must obtain our express written consent.

2.4 Verbal ancillary agreements or assurances that go beyond the content of the written contract must take a form in accordance with paragraph 1.3 to be effective.

3. Transfer of risk

3.1 Unless stated otherwise in the order confirmation, delivery is understood to be "free domicile" (CPT Incoterms 2010).

3.2 If the buyer is picking goods up from us, the risk is transferred to the buyer as soon as the buyer has been informed that the goods are ready to be picked up in our warehouse.

3.3 If upon receipt, the buyer determines a discrepancy between the quantities delivered and those stipulated on the transport papers, or obvious transport damage to the goods, all necessary reservations should be made to the carrier immediately and we should also be advised thereof at the same time.

4. Delivery, right of withdrawal, damages due to default

4.1 Non-compliance with a delivery deadline or a delivery date

Compliance with an agreed delivery deadline or delivery date assumes that the customer has furnished us with the documents, approval or clearance required for the fulfilment of the contract, that all technical questions have been answered, and that a contractually agreed payment has been received by us. We are not responsible for a delivery backlog if the backlog is caused by events that cannot be attributed to us, or by circumstances over which we have no influence, in particular shortages of raw materials or other essential resources, failure of machines in the production plant or the power supply, work conflicts, or a lack of means of transportation. We will inform the buyer concerning the temporary obstruction or the impossibility of delivery and the reasons for this.

4.2 Right of withdrawal in the event of an obstruction or impossibility regarding the entire delivery

If the delivery obstruction or impossibility for which we are not responsible lasts longer than two weeks, we and the buyer have the right to withdraw from the contract without compensation unless agreed otherwise. If an obstruction or impossibility of this kind is related to a due delivery that is part of a contract over several successive deliveries, the right of withdrawal only applies to the due deliveries and not to future deliveries.

4.3 Obstruction concerning part of the delivery

If at the time of a temporary or permanent obstruction we have already completed a part of the order, the buyer is obliged to accept the finished goods according to the agreed conditions. If we are required to forward the goods as per the contract and this proves impossible due to events outlined in paragraph 4.2, the goods should be made available to the buyer at their own cost and risk either appropriately sorted in our premises or in another warehouse. We will immediately inform the buyer of this.

4.4 Damages in case of a delivery default

The buyer shall only have a claim against us for damages due to a delivery default if the default is due to intent or gross negligence. The liability for damages in the case of gross negligence on our part is limited to foreseeable, typically occurring damage. The aforementioned liability limitations do not apply if the buyer can assert that they are no longer interested in the fulfilment of the contract due to the delay. The buyer's rights under a fixed commercial transaction remain unaffected (section 376 of the German Commercial Code (HGB)).

4.5 Non-acceptance of the goods by the buyer

If, in the case of agreed EXW Incoterms 2010 delivery, the buyer does not pick up the available goods or if the buyer is delayed in the pick-up of the goods or is in violation of other obligations to cooperate, we are entitled to claim reimbursement of the resulting damages – including any additional expenses (e.g. storage costs) – from the buyer.

5. Special delivery types

5.1 The cost of the acceptance and dispatch of goods to any place other than the place of fulfilment shall be borne by the buyer from the shipping point unless a different arrangement has been agreed upon.

5.2 The choice of the shipping route and mode of dispatch remains at our discretion.

5.3 If carriage-paid delivery has been agreed, we assume the delivery costs as part of an advance-payment procedure or reimbursement procedure. Any increase in the freight costs resulting from subsequent changes to the shipping type, the shipping route, the destination or similar circumstances impacting the freight costs shall be borne by the buyer.

5.4 If goods from our warehouse have been held exclusively for the buyer or sold for production without dispatch specifications (so-called release items), the buyer must collect the goods within 6 weeks after notification of completion.

6. Payment, payment delays, cancellation, offsetting

6.1 Prices

Unless otherwise agreed, the agreed prices are ex-works plus the applicable statutory value added tax. In the case of partial deliveries, each delivery can be invoiced separately. If prices have not been agreed, our prices applicable on the day of delivery shall apply.

6.2 Calculation of packaging and tubes

The packaging of our goods and, in the case of rolls, the inner tubes, are weighed and charged alongside.

6.3 Payment period

The payment period shall commence with the invoice date; this is the date on which the goods are shipped or made available. Invoice amounts are to be paid without any deduction within 10 calendar days unless otherwise agreed in writing. Receipt by us constitutes the payment date. The cost of the payment transaction shall be borne by the buyer.

6.4 Trade-in of bills of exchange

If we accept bills of exchange as payment, the buyer shall bear the exchange costs, as well as the costs of possible discounting.

6.5 Payment delays and deterioration in the creditworthiness of the buyer

If the buyer falls into arrears with a due payment, we shall be entitled to charge interest at the statutory rate while reserving our right to further claims for damages. If, after the conclusion of a purchase contract, it becomes apparent that our payment claim is jeopardised by a lack of solvency on the part of the buyer, we shall be entitled to demand the immediate payment of all invoices not yet due subject to our rights under section 321 BGB. We are also entitled to only perform or effect outstanding deliveries or services against advance payment or the provision of a security if, after conclusion of the contract, we become aware of circumstances that considerably reduce the creditworthiness of the buyer and that jeopardise the payment of our outstanding claims by the buyer relating to the respective contractual relationship.

6.6 Withdrawal in the event of the deterioration in the assets of the buyer

If the customer's payment delay recognisably arises from the customer's deterioration in assets, we are entitled to withdraw from the contract without the requirement of a prior payment request with deadline specification.

6.7 Offsetting

Offsetting of counterclaims by the buyer or the withholding of payments due to such claims are only permitted insofar as these counterclaims are undisputed by us or are legally established. The buyer shall be entitled to retention rights only if they are based on the same contractual relationship.

7. Retention of ownership

As far as the following provisions do not oppose mandatory statutory rules in the buyer's country, particularly in the area of insolvency law, and in the absence of contradicting agreements, the following provisions shall apply:

7.1 We retain ownership of the goods delivered by us until full payment of all our claims against the buyer arising from the business relationship.

7.2 The buyer can further process or resell these goods within the framework of proper management.

7.3 By processing the goods that are the subject of our retention of ownership, ownership of them does not transfer to the buyer. If, along with such goods, other products that do not belong to the buyer are processed into a new item, we shall acquire co-ownership of the new item in line with the value of the goods to which the retention of ownership extends.

7.4 The buyer assigns to us all claims resulting from the resale of the processed or non-processed goods that are completely or partially subject to the retention of ownership rights as compensation for the void retention of ownership rights as a result of resale and as security up to the value of the goods subject to the retention of ownership rights. At our request, the buyer shall notify their purchasers of this assignment.

7.5 If the value of the securities resulting for us from the aforementioned provisions exceeds the amount of the demands on the buyer, we are obliged to release the securities at the request of the buyer to this extent.

7.6 The buyer must insure the goods subject to the retention of ownership rights against loss or damage. They must also inform us immediately of any measures on the part of third parties that conflict with the retention of ownership rights, e.g. seizure of goods that are the subject of the retention of ownership rights.

7.7 In the case of behaviour on the part of the buyer that violates the contract, in particular in the event of a delay in payment, we shall be entitled, after granting an appropriate grace period, to reclaim the goods and, after recovery of the purchased item, to make commercial use of it. The proceeds from the sale shall be deducted from the buyer's obligations towards us, less reasonable costs incurred by us.

8. Nature of the goods, examination and notice of defects

8.1 The exclusion of a material defect with adherence to tolerances

The goods delivered by us are in line with the agreed nature and defect rights shall be excluded if our delivery complies with the following tolerances:

- (a) Deviations in quantity of up to 5% up or down, even if we deliver a specially manufactured layout for the buyer (e.g. type or colour of the packaging, packaging format, advertising imprints) as per the order.
- (b) Production-related deviations of up to 3% up or down. This applies to the weight per unit area, for dimensions of length, width, thickness and diameter, as well as for deviations in the card or sheet content.

8.2 The exclusion of a material defect in other circumstances

(a) For deliveries with specially agreed substance mixtures and consistencies, there is no material defect in the event of marginal deviations in the substance quality, substance mixture, hardness, sizing, cloudiness, colour, surface, smoothness and purity whereby a deviation of up to 5% on either side is considered marginal.

(b) We are not liable for marginal counting errors, selection errors, or a few rippled cloths or sheets in the upper or lower portion of the bolt.

(c) The buckling of paper is not a (hidden) defect.

(d) For the assessment of a delivery in the event of a notice of defect, even if this relates to deviations in quantity, dimension or weight, only the average shortfall, and not the individual roll or a roll section, sheet, packet, bolt or other packaging unit, is decisive.

(e) No defect is present if individual rolls, cloths or sheets deviate in terms of weight by up to 5% up or down from the average weight of the overall quantity ordered and delivered. The sections deviating from the average weight may not however constitute more than 2% of the overall quantity.

8.3 Examination and notice of defects

The buyer must examine the goods immediately after delivery and provide notice of defects in a timely manner. The notice of an objectively recognisable, externally visible defect is only considered timely if it is made within 3 working days after delivery of the goods. The notice of a hidden and subsequently discovered defect is only considered timely if it is made within 3 working days after the defect was discovered or would have been discovered during necessary examination. To be effective, a notice of defect must be sent to us in writing by post or fax, or in text form (section 126b BGB).

8.4 Defects in a part of the goods

If only one part of the goods is defective, this does not mean that all of the goods may be rejected for this reason. A complaint relating only to one part of the delivered goods does not release the buyer from their obligation to pay for the entire delivery within the agreed payment deadlines; a right of retention is excluded in this respect. Statutory defect rights are reserved for the buyer concerning the defective part of the goods.

9. Liability for defects

9.1 Taking back of defective goods

In the event of a justified notice of defect, we shall take back the defective goods at our expense; these shall be returned to us by the buyer in good condition and in their original layout and packaging.

9.2 Supplementary performance

We will replace the defective goods with new, defect-free goods (replacement) as soon as our production capacity allows and we will not violate agreed delivery obligations vis-à-vis third parties. Should we fall behind with the delivery of the defect-free replacement or should the redelivered goods also be defective, the buyer has the right, after having set us a reasonable extension for timely delivery or renewed supplementary performance, to reduce the purchase price by an appropriate amount or to withdraw from the contract. At our request, the buyer must clarify within 5 working days which right they wish to exercise. If this deadline is not met for reasons for which the buyer is not responsible, the buyer's right to choose transfers to us.

9.3 Further claims

Further claims on the part of the buyer, in particular claims for compensation for damages as a result of a defect (consequential damages), are excluded insofar as the consequential damages are not the result of a wilful or grossly negligent breach of duty by us or our vicarious agents. The exclusion of liability shall not apply

- (a) for damages arising from a person's death or injury to body or health;
- (b) for damage to the sold goods themselves if the damage is the result of a defect;
- (c) if we have assumed a guarantee or have given express assurance of a specific property of the goods.

9.4 Limitation period of defect claims

The claims of the buyer referred to in section 437 no. 1 and 3 BGB for defects lapse one year after delivery of the purchased goods. Section 438 paragraph 3 BGB shall remain unaffected.

10. Other properties

If, in accordance with paragraph 8.1 or paragraph 8.2, the goods delivered by us are not defective, but deviate in other respects from the expectable nature, we shall not be liable for only a marginal deviation if the delivered goods are suitable for the intended purpose specified at the point of order or contractually stipulated. The buyer's rights in paragraph 11.2 concerning a breach of contractual duties shall remain unaffected.

11. Liability for damages

11.1 Our liability for damages, regardless of legal grounds, in particular due to impossibility, default, defective or incorrect deliveries, breach of contract, infringement of duties during contract negotiations and tort, insofar as we are at fault in all cases, shall be restricted in accordance with this section 11.

11.2 We are not liable for ordinary negligence by our institutions, legal representatives, employees or other vicarious agents as long as these violations do not breach an essential contractual obligation. Essential contractual obligations are the timely delivery of goods free of major defects, as well as obligations applying to consultancy services, protection and care, to enable the buyer to use the goods in accordance with the contract or protect life and limb of the buyer's staff or prevent major damage or injury to the buyer's property.

11.3 Insofar as we are liable for damages on the grounds of and in accordance with paragraph 11.2, this liability is limited to damage that we have foreseen when concluding the contract as a possible consequence of a contractual infringement or that should have been foreseen by us with the application of due care and attention. Indirect damage and consequential damage due to defects in the delivered object are only liable for compensation if such damage can be typically expected when the delivered object is used in conformity with its intended purpose.

11.4 The aforementioned limitations of and exclusions from liability shall apply to the same extent to our institutions, legal representatives, employees and other vicarious agents.

11.5 Insofar as we provide technical information or work in an advisory capacity and this information or advice is not owed under the scope of the contract, this is to be provided free of charge and excluded from all types of liabilities.

11.6 The limitations of this section 11 do not apply for our liability concerning intentional conduct, for guaranteed characteristics, for death or injury to body or health, or in accordance with product liability law.

11.7 The buyer may only use the purchased goods for their intended purpose and in accordance with our instructions. They must ensure that these are only resold to third parties who are familiar with the product risks and hazards. The buyer is obliged, when using the purchased goods as a raw material and/or component product for their own products, to comply with any warning obligations when putting the end product on the market. In the event of a culpable violation of these warning obligations, the buyer shall release us from all claims by third parties.

12. Court of jurisdiction and choice of law

12.1 The exclusive place of jurisdiction for all legal disputes arising directly or indirectly from the contractual relationship with the buyer are the competent courts for D-63897 Miltenberg. We are, however, entitled to bring action against the buyer at the court of their headquarters or branch, or at the court of the place of fulfilment.

12.2 These GSCs and all legal relations between us and the buyer shall be governed by the law of the Federal Republic of Germany to the exclusion of any conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13. Final provisions

13.1 Should a provision of these GSCs and additional agreements be or become ineffective, this shall not affect the validity of the remaining conditions. The contract partners are obliged to replace the invalid provision with an arrangement that is as similar as possible in terms of its economic effect.

13.2 We are entitled to collect, process and use data arising in connection with the contractual relationship within the meaning of the General Data Protection Regulation (DSGVO) and the Federal Data Protection Act (BDSG [new]) in their respective current versions.