

General Terms and Conditions of Business

Wilhelm Johann Meier GmbH, Heinrich-Krumm-Str. 12, 63073 Offenbach am Main, Germany

I. Scope

1. The following terms and conditions of purchase are applicable to all contracts entered into between the purchaser and us for the supply of goods. They also apply to all future business relationships even if these have not yet been expressly agreed. Divergent terms and conditions of the purchaser that we do not expressly recognise are not binding for us, even if we do not expressly raise an objection to them. The following terms and conditions of purchase also apply if we execute the order of the purchaser unconditionally while we are aware of conflicting or deviating terms and conditions of the purchaser.

2. All agreements that have been made between the purchaser and us for the execution of the contracts of sale are recorded in writing in the contracts.

3. Agreements made in an individual case between the parties to the contract (including side agreements, additions and amendments) take precedence over these terms and conditions of business in any event.

4. Our offers are addressed exclusively to commercial customers. They have to furnish proof of their commercial activity by presenting a business registration certificate. Consumers within the meaning of section 13 of the Bürgerliches Gesetzbuch (BGB – German Civil Code) are not supplied. Entrepreneurs within the meaning of section 14 BGB can place their orders through sales representatives using the "Smartview" application, in writing using our order forms, by e-mail and by fax.

II. Offer and contract conclusion

1. A binding offer is not associated with the presentation of our goods and the granting of the possibility to order them. Only an order placed by the purchaser represents an offer to us to enter into a contract of sale. When you place an order, we send you an e-mail to the e-mail address indicated, in which we confirm the receipt of the order and specify the details of the order (order confirmation). The order confirmation that is sent to you does not constitute acceptance of a contract, but simply informs you that we have received the order, which has to be qualified as an offer to enter into a contract of sale. We reserve the right to accept the offer in amended form within four weeks by sending a modified confirmation of order (e.g. on account of availability of the product or errors). The purchaser can then raise an objection within 14 days of receipt of the amended confirmation of order. If the purchaser does not receive a modified confirmation of order from us within four weeks, the offer as sent to the purchaser is deemed to have been accepted.

2. We manufacture our articles only when the orders from our customers reach a minimum order quota (MOQ). If the MOQ is not reached, we reserve the right not to produce the article ordered and to rescind the contract in full or in part.

3. This also applies when the order is placed using the Smartview app. A contract comes into effect only under the conditions of section II. no. 1.

4. Our offers are non-binding and subject to change, unless we have expressly designated them as binding.

5. We reserve our proprietary rights, copyrights and other intellectual property rights in all illustrations, calculations, drawings and other documents. The purchaser may forward these to third parties only with our express consent, irrespective of whether we have marked these as confidential.

III. Third-party rights

The purchaser warrants expressly that it is entitled to publish the texts and motifs as well as to copy them. The purchaser ensures in particular in this context that it will safeguard the data protection rights and personality rights of any party concerned. The customer undertakes not to transfer any data, the contents of which violate property rights of third parties (e.g. trademark rights, copyrights) or breach existing legislation or moral standards. Moreover, we reserve the right to subject text content that discriminates on racist, political and individual grounds to a special review and to reject the product order accordingly.

IV. Conditions of payment

1. Our prices are valid ex works including packaging unless otherwise determined in the confirmation of order. Our prices do not include statutory value added tax. We itemise the statutory amount of VAT applicable on the invoice date on the invoice.

2. We grant a discount deduction of 3% of the invoice total upon payment within 10 days of receipt of invoice. Furthermore, invoices are payable in full 30 days after receipt as a matter of principle. Payments can be made in advance or on account. A payment is deemed to have been made only when we are able to dispose of the amount. In the case of payments by cheque, the payment is deemed to have been made only when the cheque has been cashed.

3. If the purchaser falls into default with a payment, the statutory regulations apply.

4. The purchaser is entitled to a right of offset, including when notices of defects or counterclaims are asserted, only when the counterclaims have been established by a final judgement, have been recognised by us or are uncontested. The purchaser is entitled to exercise a right of retention only if its counterclaim is based on the same contractual relationship.

5. We are entitled to set a line of credit and to adjust this at any time without informing the purchaser of this beforehand. If the creditworthiness deteriorates or the purchaser is in default with the payment of invoices that are due or the sales volume has increased substantially and/or exceptionally, we have the right to amend the applicable terms and conditions of payment and/or to demand additional collateral.

V. Time of delivery and performance

1. Delivery dates or deadlines that have not been expressly agreed as binding are exclusively non-binding indications. The delivery period indicated by us commences when the technical issues have been clarified. The purchaser also has to fulfil all obligations incumbent upon it properly and in good time, i.e. including sending the required design in the requested data format in good time in the case of a print order.

2. If the underlying contract of sale is a fixed-date transaction within the meaning of section 286 (2) no. 4 BGB or section 376 of the Handelsgesetzbuch (HGB – German Commercial Code), we are liable in accordance with the statutory provisions. The same applies if the purchaser is entitled as a result of default in delivery for which we are responsible to assert the discontinuation of its interest in the further fulfilment of the contract. In this event, our liability is limited to the foreseeable damages typically incurred if the default in delivery is not based on a wilful breach of the contract for which we are responsible, whereby any fault of our representatives or vicarious agents is to be attributed to us.

We are also liable to the purchaser in accordance with the statutory provisions in the event of default in delivery if this delivery is based on a wilful or grossly negligent breach of the contract for which we are responsible, whereby any fault of our representatives or vicarious agents is to be attributed to us. Our liability is limited to the foreseeable damages typically incurred if the default in delivery is not based on a wilful breach of the contract for which we are responsible.

3. In the event that a default in delivery for which we are responsible is based on the culpable breach of a material contractual obligation, whereby any fault of our representatives or vicarious agents is to be attributed to us, we are liable in accordance with the statutory provisions on condition that the liability for compensation of damages is limited in this event to the foreseeable damages that are typically incurred.

4. All other liability for default in delivery for which we are responsible is excluded. The other statutory claims and rights of the purchaser to which it is entitled besides the claim for compensation of damages based on default in delivery for which we are responsible remain unaffected.

5. If the purchaser is in default of acceptance, we are entitled to demand compensation for the damage incurred and any additional expenses. The same applies if the purchaser is in culpable breach of duties to co-operate. The risk of accidental deterioration and accidental destruction is passed to the purchaser when the default of acceptance or default of the debtor occurs.

VI. Withdrawal under the law of obligations

In addition to the statutory warranty rights, we grant the buyer a contractual right to withdraw from the contract. With our prior consent, the buyer can withdraw from the contract. The buyer can inform us in writing of the withdrawal from the purchase contract. The withdrawal becomes effective if we confirm the withdrawal in writing within 14 days. For withdrawal from the sales contract for:

order cancellation up to 90 days before the announced delivery date, 50% of the order net value will be charged
order cancellation up to 60 days before the announced delivery date, 60% of the order net value will be charged
order cancellation up to 30 days before the announced delivery date, 75% of the order net value will be charged

After the cancellation, the buyer will receive an invoice from us for the cancellation amount (net value of goods plus the respective statutory sales tax), which is due for payment - without deduction - at the latest 10 days after receipt of the invoice.

VII. Passing of risk, shipping, packing

1. Loading and shipping are carried out unsecured at the risk of the purchaser. We will endeavour to take the wishes and interests of the purchaser regarding shipping method and route into consideration; additional costs incurred as a result - including when delivery is agreed as carriage paid - are at the expense of the purchaser. In the case of orders of goods of up to EUR 500.00, we reserve the right to charge shipping costs.

2. We do not take back transport packaging or any other packaging under the terms of the Verpackungsverordnung (German Packaging Ordinance), with the exception of pallets. The purchaser has to arrange the disposal of the packaging at its own expense.

3. If shipping is delayed at the request of or through the fault of the purchaser, we will store the goods at the expense and risk of the purchaser. In this case, notification of readiness for shipping is equivalent to shipping.

4. We will take out transport insurance for the delivery at the request and expense of the purchaser.

VIII. Reservation of title

1. We retain ownership of the item delivered until payment of all claims arising from the delivery contract has been made in full. This also applies to all future deliveries, even if we do not always expressly refer to this. We are entitled to take back the purchased item if the purchaser acts in breach of the contract.

2. The purchaser is required to handle the purchased item with due care as long as ownership has not yet been transferred to the purchaser. The purchaser is required in particular to insure the item adequately against theft, fire and water damage for the replacement value at its own expense (note: only permissible when high-value goods are sold). If maintenance and inspection work has to be carried out, the purchaser has to perform this promptly at its own expense. As long as ownership has not yet been transferred, the purchaser has to inform us immediately in writing if the delivered object is distrained or subject to other interference from third parties. If the third party is not able to reimburse to us the court costs and out-of-court costs of a legal action pursuant to section 771 of the Zivilprozeßordnung (ZPO – German Code of Civil Procedure), the purchaser is liable to us for the loss incurred.

3. The purchaser is entitled to resell the retained goods in the normal course of business. The purchaser assigns to us here and now the claims against the customer arising from the resale of the retained goods in the amount of the final invoice total (including value added tax) agreed with us. This assignment is valid irrespective of whether the purchased item has been resold without or after being processed. The purchaser remains authorised to collect the receivable even after the assignment. Our authority to collect the receivable ourselves is not affected by that. We will not collect the receivable, however, as long as the purchaser fulfils its payment obligations arising from the proceeds collected, is not in default of payment and in particular no petition for the institution of insolvency proceedings has been submitted or no suspension of payments is in effect.

IX. Defects in quality and title, liability

1. Warranty rights of the purchaser require the purchaser – if it is a merchant within the meaning of sections 1 et seq. HGB – to properly fulfil the duties to inspect for and give notification of defects incumbent upon it pursuant to section 377 HGB.

2. Claims for defects lapse 12 months after the goods supplied by us have been delivered to our purchaser. The statutory limitation period applies for claims for compensation of damages in the event of wilful intent and gross negligence as well as in the event of injury to life, limb and health that are based on a wilful or negligent breach of duty by the user.

3. Should the delivered goods, despite all due care, have a defect that was already present at the time the risk passed, we will, at our discretion, repair the goods or deliver replacement goods provided that notification of the defect was issued within the prescribed time. We must always be given the opportunity to provide subsequent performance within a reasonable period. The above provision does not restrict recourse claims in any way.

4. If the subsequent performance fails, the purchaser can – without prejudice to any claims for compensation of damages – rescind the contract or reduce the remuneration.

5. Claims for defects do not arise in the case of only minor deviations from the agreed property, in the case of only minor impairment of utility, in the case of natural wear and tear and in the case of damage that has arisen after the risk has passed as a result of incorrect or negligent handling or of unsuitable operating equipment or on account of special external influences that are not provided for pursuant to the contract. If repair works or alterations are carried out improperly by the purchaser or third parties, no defect claims exist for these and the resulting consequences.

6. Claims of the purchaser for expenses necessary for the purpose of subsequent performance, especially transport, infrastructure, work and material costs, are excluded if the expenses increase because the goods delivered by us have subsequently been transferred to a location other than a branch of the purchaser, unless the transfer is consistent with the intended use of the goods.

7. The purchaser is entitled to recourse claims against us only in so far as the purchaser has not made any agreements with its customer that go beyond the defect claims that are mandatory by law. Subsection 6 furthermore applies accordingly for the scope of the recourse claim of the purchaser against the supplier.

X. Other conditions

1. This contract and all of the legal relationships between the parties are subject to the law of the Federal Republic of Germany; they are not subject to the UN Convention on Contracts for the International Sale of Goods (CISG).

2. The place of performance and exclusive venue for all disputes arising from this contract is our principal place of business, unless otherwise specified in the confirmation of order. This applies only if both parties to the contract are merchants within the meaning of sections 1 et seq. HGB.

3. All agreements that are made between the parties for the purpose of executing this contract are laid down in writing in this contract.