

Business terms and conditions for the sale of catalogue goods according to the catalogue price list to commercial buyers 04/08

1. General information

The buyer's order is binding and irrevocable for him. A contract is concluded between the parties when the seller has confirmed the order within four weeks in writing or carries out the order within the same period of time. The seller is entitled to reject the execution of the order without stating any reasons insofar as he has not confirmed this in writing. All business transactions are based on the following terms and conditions. By placing the order the buyer declares that he expressly agrees with their validity. Terms and conditions of delivery or purchase of the buyer, which contradict these terms and conditions, are non-binding for the seller. Deviations from these General Business Terms or from special terms and conditions shall only obligate the seller if he has acknowledged and counter-confirmed these in writing. Oral collateral agreements or requests for changes of all kinds shall only be legally valid if the seller is informed thereof in writing in time and are confirmed by the seller in writing within one week.

2. Prices

The prices apply plus the freight costs for net order values below the carriage paid limits listed in the catalogue/Online-Shop, for values exceeding the limits the prices apply carried paid. The invoices for domestic deliveries shall be issued plus the applicable rate of value added tax. The seller's offers are without obligation and non-binding. The seller shall be liable for proper packaging which is customary for the industry.

3. Property rights

The seller shall be solely entitled to the copyright to all blueprints and designs offered by the seller with the right to reproduction using all processes and to all intended uses, in case not expressly agreed otherwise in writing. The buyer shall be liable for maintaining the property rights of the seller. The granting of exclusive rights to certain samples is only possible within the framework of the operational handling and shall not represent any legal liability for the seller.

4. Production notices

Goods produced by the seller may be fitted with production notices.

5. Delivery

Jung-Designs offered in the catalogue/Online-Shop may be temporarily or finally sold out or reserved locally for a bulk buyer.

In these cases there is no possibility to deliver the relevant articles. The goods shall be shipped in all cases at the account and risk of the buyer, whereby the risk shall pass to the buyer when the shipment is handed over to the transport company (post, parcel service, rail, freight forwarder).

No liability is assumed for delays, damages and losses during the transport. Damages in transport are to be asserted by the recipient immediately against the responsible transport company. Partial deliveries are permitted and shall respectively be invoiced upon delivery. Agreements concerning delivery times must be made in writing. In these cases the delivery deadline shall begin when all documents which are required for satisfying the contract have been clarified. In the event of force majeure and impossibility of service for which the seller is not responsible (such as e.g. natural disasters, measures of the public sector, material shortage, interferences to operation, transport difficulties, strike, lockout and other interruptions to operation, etc.) the seller has the choice to extend the agreed delivery deadline by a reasonable amount of time or cancel the contract without any claims for compensation incurred thereby. Delays in delivery, which are due to requests for changes by the buyer, shall not be deemed the responsibility of the seller.

If the seller is in default the buyer undertakes to set the seller a reasonable final deadline of at least 6 weeks before asserting further claims or declaring the cancellation from the contract.

6. Default, cancellation and damages

In the event of the unjustified cancellation of the contract by the buyer and in the event of the default of the buyer the seller shall be entitled to cancel the contract or demand damages owing

to non-performance after setting a final deadline of 10 days. In the event of the obligation of the buyer to pay damages the seller is entitled to demand the actually suffered damages including missed profits or an amount of 25 % of the order value flat rate at his choice.

7. Deviations in colours, colour abrasion, tolerances for size and thickness

The wrapping papers and carriers bags are produced using the flexoprint process or the offset print process. Smaller deviations in colour as well as fluctuations in colour within the print run or from print run to print run are unavoidable and therefore principally do not justify any complaint. This shall also apply to colour abrasion, this is unavoidable. Abrasion of the embossed film, which is unavoidable due to reasons based on the process, must also be expected with gift ribbons which are printed using the hot film embossing process. The abrasion does not represent any reason for a complaint. The following tolerances apply to all deliveries for production technology reasons: products from: paper film
Mass per unit area/film thickness $\pm 5\% \pm 20\%$
Roll width $\pm 5\text{mm} \pm 5\text{mm}$
Depending on the format size, width, height, base $\pm 5\text{mm} \pm 5\text{mm}$

8. Payment

Payment deadlines: received 8 days after invoice date 2 % cash discount, 30 days net. The payment by bill of exchange requires a prior agreement. The charges for bills of exchange shall be for the account of the bill of exchange provider.

The buyer is not entitled to any right of retention or offsetting owing to possible own claims from other contractual relationships with the seller.

In case of bank transfers or cheques the date when the incoming payment is credited to the account shall apply. In case of default of payment interest on default are to be charged in the amount of the respective customary bank interest rate for overdraft facilities. If an essential deterioration in the asset circumstances of the buyer becomes known or if he is in default with a payment the seller can demand the immediate payment of all outstanding invoices, also of invoices which are not yet due and payable.

9. Reservation of title

The seller reserves the property right to the goods delivered by him and also to the new object which is produced from a possible further processing until the full payment of the purchase price or encashment of cheques or bills of exchange.

The buyer is entitled to dispose over the goods within the framework of proper management over the goods in particular to process and sell these. In case of a resale of the delivered goods before the final payment the purchase price claim shall pass without further ado and without a special assignment to the seller.

10. Online orders

Personal data which is transmitted with online orders shall be exclusively used for processing your order. All customer data are treated strictly confidential, saved and processed by us by complying with the relevant regulations.

Your personal data shall be transmitted encoded (SSL encoding) via the Internet. If the payment is made by credit card with an online order, the amount which is to be collected shall be shown as JUNG DESIGN, Steinmauern, Tel. + 49 7222 1007-0" on your credit card statement. The amount will be debited from the credit card when the goods have been shipped in full.

11. Place of performance and place of jurisdiction

If the buyer is a merchant then it is agreed between the parties that the place of performance and place of jurisdiction for all disputes from this contract is Rastatt/Baden.

The exclusive place of jurisdiction of Rastatt/Baden is agreed for the execution of dunning proceedings.

It is agreed between the parties that German law is also to be applied to overseas business.

12. Warranty

The products delivered by the seller are to be inspected carefully for faults immediately after receipt of the goods.

Faults, which are recognised during this inspection, can be subsequently improved free of charge for the buyer at the choice of the seller or by taking the faulty products back and compensated for by the new delivery of faultless products.

With the production of seal marks, bags, carrier bags and printed wrapping papers and similar products the occurrence of a relatively low number of faulty goods cannot be avoided for technical reasons and a share of up to 3 % of the total quantity does not justify a complaint no matter whether the defect is due to the material, the processing or the print. If the share of faulty pieces or metres is greater than 3 % the seller can at his choice subsequently improve the additional faulty pieces or replace or take back and credit these pieces.

The buyer must in this case only sort out and return all of the faulty pieces.

If it appears necessary for financial reasons or if the buyer does not want to sort through all of the goods immediately, the seller can stipulate that a possible necessary exchange or a return shipment with credit of the faulty pieces will also be carried out at a later point in time (e.g. until the goods are used up). The buyer must then store all faulty pieces, which are determined during the use of the opened goods, and return these in one batch. The buyer undertakes, at the written request of the seller, to return the delivered goods or random samples or partial quantities thereof to the seller at his costs (cheapest despatch route) for the purpose of examining claimed defects or for subsequent improvement.

The buyer must have obtained a written approval in advance from the seller for a return of the goods as requested unilaterally by the buyer.

Obvious defects must have been reported and received by the seller in writing within 14 days after receipt of the goods.

Hidden defects can be reported by no longer than after the duration of 6 months after shipment of the goods. However, a complaint can only be made in this respect if the defects as proven were suffered before receipt of the goods and meant that the products could not be used or caused a substantial impairment to their usability.

In this case the Seller is also entitled to subsequent improvement or substitute delivery at his choice.

The buyer is only entitled to redhibitory action or reduction if a subsequent improvement or substitute delivery by the seller has previously failed.

The seller is entitled to a deadline of 8 weeks after receipt of the objected goods in order to undertake possible subsequent improvements or make substitute deliveries. Further claims for reimbursement of damages which were not suffered to the delivered object itself or claims from other defects of quality or title are excluded.

In case of fully automatic bag production payment shall be made automatically. The seller is entitled to use these as a basis for the delivery and calculation of quantities. Fluctuations which occur hereby do not justify the report of a defect.

13. Partial nullity

The legal invalidity of part of the afore-mentioned terms and conditions has no effect on the validity of the other contents.