

1 General Terms and Conditions

1.1 Orders will be performed according to the terms and conditions described hereinafter. Deviating conditions have to be made in writing to be effective. Oral agreements as well as agreements by phone are without obligation.

1.2 Customer's confirmations referring to his own terms and conditions are hereby rejected.

1.3 The supplier's prices indicated in his offer are subject to the precondition that the order data mentioned in the submitted offer remain unchanged. The supplier's prices do not include VAT. The supplier's prices are quoted ex works. They exclude packaging, freight, postal charges, insurance and other forwarding expenses.

1.4 The customer places duplicates of all documents such as repro films, data media etc. free of charge at disposal of the Dosenspezialist GmbH according to the specifications prescribed. In case of loss or damaging of these documents, the Dosenspezialist GmbH will only be liable for the maximum amount of the material costs. The Dosenspezialist GmbH is not obliged to check the customer's production documents. All tools developed for the performance (such as repro films, devices etc.) remain the property of the Dosenspezialist GmbH, even though the customer pays the costs for their manufacture.

1.5 The operational objects used by the Dosenspezialist GmbH for the manufacture of the product, such as films, lithographs, printing plates or screens, die-plates and data media etc. remain property of the Dosenspezialist GmbH, even though they are separately invoiced and will not be handed over.

1.6 The documents and objects mentioned in article 1.4 and 1.5 will be stored for possible reorders for a period of six months. In case the customer makes counter instructions, this has to be determined in writing.

1.7 Subsequent changes by the customer's insistence including a machine breakdown caused thereby will be charged. Also repeated print proofs required by the customer on basis of minor deviations from the original are considered as subsequent changes.

1.8 Sketches, blueprints, typesetting specimens, test printings, samples and similar preliminary works induced by the customer will be charged, even though in case the order will not be placed.

1.9 The Dosenspezialist GmbH has the right to endorse the trade name or another evidence of the product's origin resp. of the product's manufacturer on the packagings as well as in the printed materials.

2 Terms of delivery

2.1 The Dosenspezialist GmbH is entitled to execute partial deliveries and partial performances. Excess or short deliveries of up to 10% are allowed.

2.2 The Dosenspezialist GmbH is entitled to adjust the order quantity upwards or downwards in a reasonable scope without consulting the customer and according to the production processes and packaging units also known by the customer. The actually supplied quantity will be invoiced.

2.3 Delivery times agreed will be kept as far as possible. A delivery date agreed is not to be considered as firm bargain unless explicitly determined in writing. Articles offered in the online-store are subject to being unsold. Delivery promises are only valid with a written order confirmation by an employee of the Dosenspezialist GmbH.

2.4 The Dosenspezialist GmbH is discharged from liability in case of force majeure, disruptions in operation, strikes, lockouts, boycotts occurring in the plants of the Dosenspezialist GmbH or in those of important sub-suppliers as well as in case of delayed deliveries of raw materials, transport obstacles and other circumstances beyond the control of the Dosenspezialist GmbH resp. of the buyer.

2.5 In such cases neither a delay in delivery for the Dosenspezialist GmbH nor a default of acceptance for the buyer will occur. In case of unforeseen events such as mentioned above, the Dosenspezialist GmbH has the right to withdraw from the contract in whole or in part.

2.6 Compensation claims by the buyer or claims from covering purchases or the like arising from such a withdrawal are excluded. Should the Dosenspezialist GmbH fall behind with the performance the buyer has to grant a reasonable period of grace before he is allowed to derive rights from delays in delivery.

2.7 The dispatch is always carried out on buyer's risk, also at carriage prepaid. Should the buyer demand a special or express delivery or insurance the additional costs will be charged on buyer's account. The risk of a loss or a damaging of the goods during transport as well as effects whatsoever by force majeure, disturbances of transport and the like will be borne by the buyer. The method of dispatch and transport as well as proper packaging materials are determined by the Dosenspezialist GmbH only.

3 Terms of payment

3.1 The payment (net price plus VAT) has to be effected after receipt of the invoice without deduction. Invoicing will be made

upon the day of delivery, partial delivery or readiness for delivery (debt collectible by the creditor, default of acceptance). Drafts will only be accepted as per special agreement. Bill discount and expenses are on customer's account. They have to be immediately paid by the customer. The customer will not be held liable for the accurately timed presentation, protest, notification and return of the draft in case of dishonor, so far he or his vicarious agent cannot be accused of intent or gross negligence.

3.2 For the provision of extremely large quantities, special materials or preliminary works prepayments can be demanded.

3.3 The Dosenspezialist GmbH reserves the right to demand cash on delivery or prepayment at their own discretion. When a payment on open account is requested, it is necessary to give the Dosenspezialist GmbH the opportunity for a credit check. In case the buyer does not meet his payment obligations or circumstances become known which raise doubts about the buyer's creditworthiness, all payments will become immediately due.

3.4 In case of delayed payment the interest for default and expenses arising from the due date onwards will be invoiced, subject to the exclusion of all further claims. Should the customer fall behind with a payment, the Dosenspezialist GmbH has the right to demand the immediate payment of all open invoices, also of those which are still not yet due.

3.5 Cheques and drafts will only be accepted as payment after their clearing. Discount charges have to be borne by the buyer. The taking of acceptance credits and customer bills of exchange is considered as deferral in the amount of draft. However, the Dosenspezialist GmbH is entitled to return acceptance credits and bills of exchange to the customer, especially if those are not discountable or the Dosenspezialist GmbH doubts about their encashment in due time. Upon return of acceptance credits and drafts the deferral is dispensed with. On emerging protests of a bill and enforcement measures against the buyer, all open invoices of the Dosenspezialist GmbH against the buyer will immediately become due.

3.6 Summation as well as claiming rights of retention for the pecuniary claim is excluded.

3.7 In case the delivery is delayed on buyer's request, the invoicing will be made upon readiness of delivery.

3.8 If the buyer's asset situation deteriorates after conclusion of the contract, thus endangering the payment of the purchase price, the seller is entitled to demand advance payment of the purchase price.

4 Complaints

4.1 The Dosenspezialist GmbH has to be notified of defects after customer's receipt of the goods or after receipt at the determined place of delivery within one week in writing by attaching an outturn sample of the goods claimed. Products which have been treated or processed cannot be claimed anymore. After expiration of this deadline the goods are deemed as approved.

4.2 In case of justified complaints, the Dosenspezialist GmbH will take back the goods, exchange them or grant a price deduction to the buyer. The liability of the Dosenspezialist GmbH for damages caused by the delivery of defective products or by a wrong delivery is limited to the amount of the purchase price for the part used of the delivery claimed. Further claims for damages of any kind are excluded.

4.3 In case the customer entrusts the Dosenspezialist GmbH to take the goods on stock, the above mentioned deadlines will start upon receipt of the invoice made out for the goods by the Dosenspezialist GmbH. The Dosenspezialist GmbH is obliged to give the customer the chance to check the goods taken on stock.

4.4 Colour variations of the printing on packagings or the print works in comparison to the original do not authorize the customer to reject the receipt of goods. The colour variations do not constitute a reduction in value.

4.5 In case of a justified complaint in due time, the Dosenspezialist GmbH has the right to choose either a replacement delivery with a new delivery period, the return of goods against credit note or a reworking. Further claims by the customer, especially for revocation, price reduction or compensation are excluded. The limitation period starts within one month after rejection of the complaint by the Dosenspezialist GmbH.

4.6 For special items a right of return is excluded. For goods of second quality this right is limited to the delivery of sub-standard goods. Return of goods evidently delivered by the Dosenspezialist GmbH may only be effected with our written approval.

5 Warranty

5.1 Possible recommendations by the Dosenspezialist GmbH regarding the utilization of the goods supplied are without obligation. Although, they are the result of careful researches, they can only serve as guideline under consideration of the variety of applications or functions. Therefore, a warranty for an individual case cannot be granted. In any case, the buyer is obliged to check the goods before starting the subsequent processing of the products. The buyer has to convince himself that the products are suited for their intended purpose.

5.2 Instead of the buyer's right of revocation or price reduction a right of reworking is agreed. So far the supplied object is

located outside the seller's headquarters, the transport costs, infrastructure costs and postage will not be covered. The Dosenspezialist GmbH reserves the right to provide a replacement delivery instead of reworking.

5.3 No warranty is granted for defects developed from improper handling, improper use, inaccurate connection or external influences.

6 Return of goods

Return of goods will only be possible with the agreement of the Dosenspezialist GmbH. For returned goods the current value will be credited, but no more than the invoiced value after deduction of costs for the repackaging and a service charge, so far the return is not carried out on basis of a justified complaint.

7 Retention of title

7.1 The goods remain property of the Dosenspezialist GmbH until complete payment of all sales generated from the business relationship with the buyer. In case the buyer does not properly comply with his payment obligations he is bound to hand over the goods reserved. In case of current account the property reserved is considered a security for the respective balance claimed.

7.2 The buyer is entitled to process the supplied goods in a normal way of business and to sell them in untreated or treated condition. The buyer is not allowed to perform a bailment or transfer of security interest of goods under the seller's property reservation. A treatment or processing of the goods reserved is made by the buyer for the Dosenspezialist GmbH without obligation to them. In case of treatment or processing of the goods reserved together with products not belonging to the Dosenspezialist GmbH, the seller gains the minimum ownership share of the new item, proportionately to the value of the goods reserved with the other processed goods at the time of treatment or processing.

7.3 In case the buyer gains the sole ownership of the new item in consequence of treatment or processing. The contractual partners herewith agree that the buyer grants a co-ownership of the new item to the seller, proportionately to the value of the treated resp. connected goods reserved and stores the item free of charge for the seller.

Should the buyer sell the goods being under reservation of the seller's proprietary rights in an unaltered, treated or processed way, he herewith already now assigns all claims with all ancillary rights arising from sales to his own customers to the Dosenspezialist GmbH, until redemption of all open claims by the Dosenspezialist GmbH against him. The Dosenspezialist GmbH herewith accepts the assignment.

On demand, the buyer is obliged to hand over the documents necessary for the assertion of their rights to the Dosenspezialist GmbH. The buyer is entitled to collect such claims, however, obligates himself to transfer the collected amounts immediately to the Dosenspezialist GmbH. On buyer's demand, the Dosenspezialist GmbH is bound to release at his discretion the securities under the provisions described above, so far their value exceeds 20% of the claims to be secured.

7.4 The buyer is obliged to notify the Dosenspezialist GmbH immediately about compulsory enforcement measures by third parties on the goods reserved or about the claims assigned in advance. The buyer is also obliged to directly hand over all necessary documents for an intervention.

8 Production/Branding of goods/Copyrights

8.1 Any alteration of the goods and any special stamping which is or could be regarded as a mark of origin (manufacturer's brand or trademark) owned by the customer or by a third party is not allowed. So far claims should be asserted against the Dosenspezialist GmbH because of an infringement, the Dosenspezialist GmbH has to be indemnified. It is pointed out that the export of the goods may possibly violate copyrights or trademark rights of third parties in other countries. The Dosenspezialist GmbH assumes no liability in case the customer is held liable by the owners of such foreign rights.

8.2 On manufacturing of packagings by the Dosenspezialist GmbH, the customer ensures that the packagings, designs and the like do not infringe copyrights of third parties, utility and design patents, trademarks and the like and do not violate legal commandments and prohibitions. So far claims should be asserted or procedures be initiated against the Dosenspezialist GmbH due to an infringement, the Dosenspezialist GmbH has to be indemnified from this resp. from all relating costs.

9 Place and court of jurisdiction

Place of jurisdiction for delivery and payment is Gotha. The court of jurisdiction, also in the matter of drafts or cheques as well as of reseller's claims against the Dosenspezialist GmbH, is the district court resp. the regional court in charge of the Dosenspezialist GmbH.