

Sales conditions

§ 1 General

The sale of our products takes place – apart from the conditions listed below – according to the stipulations of the General Sales Terms and Conditions recommended by the German Pulp and Paper Association for graphical papers and graphical boards and the General Sales Terms and Conditions (AVB) of the Pulp and Paper Manufacturers of the EC, Brussels, in its current version. The AVB apply analogously for other paper/board qualities and paper/board processing products. Any deviating conditions of the Buyer which are not expressly recognized by the Seller in writing for the individual case are not valid even if they are not expressly rejected.

§ 2 Payment

1. The invoice is due for strictly net payment 30 days after its date of issue, unless other terms have been agreed.
2. Deliveries of goods outside the European Economic Area (EEA) are made against irrevocable bank credit, payable in our favour, unless other terms have been agreed.
3. In the case of regulation of the invoice by means of acceptance or bill, the invoice sum is due immediately after receipt of the invoice without any deduction. Discount charges shall be borne by the Buyer. Acceptances or bills are only accepted in total.
4. If the payment term is exceeded, we reserve the right to make all items due immediately and to cancel orders that have already been confirmed. In this case, we may charge any bank interest that has accrued to the Buyer; however, such interest shall be at least 9 percentage points above the prevailing base interest rate in accordance with §288 paragraph 1 and §247 of the German Civil Code (BGB).

§ 3 Commercial credit insurance / Seller's right to rescind

1. The Buyer is aware that the Seller maintains commercial credit insurance in order to protect against losses arising from the contractual delivery of goods. The Seller will make the commercial information that is necessary for the insurance coverage available on an active basis and at its own cost. Insurance coverage for the contractual delivery of goods and sufficient coverage for the Buyer under this insurance represent an essential element of the sales contract for the Seller.
2. The Seller is entitled to withdraw from a sales contract if the commercial credit insurance company does not offer sufficient insurance protection or sufficient coverage for the Buyer. In this case, the Seller is obligated to inform the Buyer immediately of the scope of the commercial credit insurance or, if necessary, of the inability to obtain insurance coverage.
3. If the Buyer is unable to obtain commercial insurance coverage for the requested delivery, the Buyer can provide another form of payment security within 7 days of the notice required pursuant to §3, paragraph 2, line 2, provided such payment security offers the Seller the same protection as the commercial credit insurance. In this case, the Seller is not entitled to withdraw from the contract. Otherwise, the Seller declares withdrawal from the contract after the deadline to withdraw.

§ 4 Reservation of title

Inasmuch as the rules of public order of the country of the Buyer, in particular in the field of bankruptcy law, do not contradict the following provisions, the following shall apply if there are no contradicting agreements:

1. The goods are only transferred to the ownership of the Buyer when he has fulfilled all his liabilities from the mutual business relationships with the Seller.
2. The Seller is entitled, without setting a period of grace or declaration of withdrawal, to demand surrender of the reserved goods by the Buyer if he does not meet his obligation towards the Seller in spite of a reminder. Repossession of the reserved goods only means withdrawal from the agreement if the Seller has expressly declared this in writing.
3. The Buyer can further process or sell the reserved goods within the framework of correct management.
4. Through processing the reserved goods, which are the object of the reservation of title, ownership is not transferred to the Buyer. If other products, which do not belong to the Buyer, are processed together with the reserved goods to create a new item, co-ownership of the new item is acquired by the Seller according to the stipulation of the value of the reserved goods to which the reservation of title extends.
5. The Buyer assigns now already his demands for the reserved goods, which in case of further sale, either further processed or non-processed, are either fully or partly subject to reservation of title, to the Seller as compensation for the reservation of title which has become invalid and as security for the Seller up to the amount corresponding to the value of the reserved goods subject to the reservation of title. On demand by the Seller, the Buyer shall notify his purchasers of this assignment. The Seller shall accept the assignment.
6. If the value of the security, which results from the above-mentioned provisions for the Seller, exceeds the amount of the Seller's demands on the Buyer, the Seller is obliged to release the securities on demand by the Buyer to this extent.
7. The Buyer shall insure the reserved goods, for which the title is reserved, against loss and damage; the Buyer shall also inform the Seller immediately of any measure on the part of third parties which contradicts the reservation of title, e.g. garnishment of goods which are object of the reservation.

§ 5 Property

Drawings, tools, models for printing, punching or embossing and special devices made by the seller remain the property of the seller.

§ 6 Investigation of defects

Following delivery of goods to the Buyer, the Buyer must immediately inspect the goods, particularly the type of goods that have been delivered and any obvious damage that has been sustained during transport, in accordance with §377 of the German Commercial Code (HGB). Any defects that are discovered must be reported in writing immediately. In the case of a justified report of defects, we shall be obligated, at our discretion, either to fix the damage or to provide a new delivery. All other legal provisions apply.

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§ 7 Limitation of liability

Our liability for direct or indirect damages (e.g., business interruption or lost profits), irrespective of the legal basis, is excluded.

The foregoing exclusion of liability shall not apply in the event of:

- intentional or gross violations of duties by our corporate bodies, employees or agents,
- injury to life, body or health, and
- violation of essential contractual obligations

However, in the last case listed above our liability is limited to damages that are typical and foreseeable when concluding the contract.

The foregoing restrictions and limits shall not be applied to legally mandated liability regulations, such as the Product Liability Act.

§ 8 Data protection

Each Party is entitled to store, process, and use the personal data received from the other Party for the purpose of contractual performance, paying due regard to the provisions of the German Federal Data Protection Act and the General Data Protection Regulation (GDPR). In particular, this means

- that the person authorized to process personal data is bound by a nondisclosure obligation or is subject to an appropriate statutory duty of secrecy;
- that personal data pertaining to the vendor may not be processed outside the scope of the GDPR without the permission of the vendor;
- that personal data shall be appropriately safeguarded by means of technical and organizational measures pursuant to Article 32 of the GDPR;
- the vendor is indemnified from claims made by third parties and data subjects arising from a culpable breach of provisions of the GDPR on the part of the buyer, with the burden of proof incumbent on the buyer in respect of demonstrating the necessary care pursuant to Article 5 (2) of the GDPR;
- that personal data pertaining to the buyer may only be transmitted to the vendor in accordance with the provisions of the GDPR (in particular, transmission due to legal authorization or consent or for the purpose of meeting transparency obligations and the rights of data subjects).

In the event that the performance of the contract requires further processing of personal data, the Parties undertake to conclude an agreement on commissioned data processing.

§ 9 Place of performance / jurisdiction / applicable law

1. The place of performance for both parties is D-76599 Weisenbach.
2. The exclusive jurisdiction for all disputes arising from or in connection with this sales contract, including disputes concerning whether it has actually been concluded, is 76599 Weisenbach, Germany, provided the Buyer is a commercial dealer pursuant to §§ 1ff. HGB.
3. The contractual relationships and all other related questions are subject to German law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded pursuant to Art. 6 CISG.

§ 10 Severability clause

If one of the above clauses is or becomes fully or partly ineffective, the effectiveness of the remaining clauses is not affected by this.

These sales conditions apply in the version valid at the point of time of conclusion of the agreement which you can retrieve under www.thekatzgroup.com.

KATZ GmbH & Co. KG, Weisenbach

Our sales conditions have been translated into English. In the case of different interpretations between the two Language versions, the German version shall take precedence.

(As of: January 2019)