

Sales and delivery conditions

1. Scope of the conditions

The conditions below apply for the entire duration of the business relationship, i.e. also for future orders. Purchaser acknowledgements stating their business/purchasing conditions are not permitted. Deviations from the conditions are only valid if the seller has confirmed them in writing.

Should a clause be or become invalid or infeasible, the remaining clauses still apply unchanged. The invalid or infeasible condition must be replaced by a regulation as close as possible to the purpose pursued by the invalid or infeasible condition.

2. Delivery

Delivery is made at the purchaser's expense and risk. Shipment and packaging costs are borne by the purchaser, unless otherwise agreed; the risk also remains with the purchaser for other consignments.

The approved delivery times are upheld wherever possible. If these are not met, the purchaser – subject to the regulation below – is only entitled to withdraw from the contract after setting an appropriate period of grace. Damage compensation claims relating to unmet delivery deadlines are excluded, insofar as this is not a result of deliberate acts or grossly negligent behaviour. Events of force majeure at the seller's end, or at that of its suppliers, extend the delivery period for as long as they occur, with an appropriate lead time. Force majeure also includes operational disruptions caused by official intervention, difficulties with energy supply and raw materials, strikes, lockouts, accidents, unforeseeable manufacturing difficulties and other incidents, which significantly impede delivery. If a force majeure event leads to the delivery time being extended by more than 30 days, both contractual partners may withdraw from the contract.

No liability is assumed for transport delays based on official orders, insofar as the transport delay is not a result of deliberate or grossly negligent acts by the keeper or driver of the vehicle.

3. Warranty

The purchaser is obliged to check the items for defects, and particularly compliance with the order data, immediately upon receipt; the purchaser must also be sufficiently convinced of the item's suitability for the appropriate purpose before commencing production printing, e.g. colour and adequate abrasion resistance. Colour specifications are only considered binding if the print substrate actually used is provided for selection. The purchaser must notify the seller of any identified defects in writing no later than 10 days after receipt of the items; defects, which cannot be identified within this time despite careful checking must be immediately reported to the seller in writing once identified. The purchaser must allow the seller to check the faulty item(s) immediately after notification of the defect.

The seller is obliged to retract the defective item and, at its discretion, either credit the purchase price or provide the purchaser with a replacement. Further warranty claims are excluded. This also applies if a feature of the purchased item is not under warranty. Only the purchaser is entitled to make warranty claims against the seller, and these cannot be assigned.

4. Liability

Any damage compensation claims, regardless of their legal ground, raised by the purchaser against the seller and/or the seller's assistants, are excluded, insofar as it is not a case of deliberate or grossly negligent actions. In any case, such damage compensation claims are limited to compensation of appropriate, foreseeable damage; all circumstances, particularly the value of the delivery item, must be taken into account to determine appropriateness.

We provide advice and information on the suitability and application of our products to the best of our knowledge, based on development work and experience. They do not exempt the purchaser from conducting its own checks.

The purchaser is responsible for observing the legal and official regulations when using our items, and for using our dyes appropriately. We assume no liability for the paper quality and paper's suitability as a print substrate for our dyes.

5. Prices, Payment

Unless otherwise arranged, the agreed prices are always net (without the legal VAT). Invoices are payable in full thirty days after the invoice date.

If this deadline is not met, default interest totalling the usual bank credit costs is charged. Bills of exchange and pre-dated cheques are only accepted based on special agreements, and even then only on account of payment and taking into consideration all relevant costs incurred.

The purchaser is only entitled to offset or withhold payment if the seller has expressly consented to this in writing, or if the counterclaims have been legally established.

6. Retention of title

All items delivered to the purchaser remain our property until full settlement of all our claims resulting from the business relations with the purchaser. For ongoing invoicing, the reserved property is considered collateral for our payment balance claim. If bills of exchange or cheques are traded in, only encashment is considered as repayment; the same applies when arranging payments through refinancing. Our claims are considered as not having expired insofar as a liability assumed by us or affecting us in this context, e.g. as a result of a bill of exchange or guarantee, still exists.

By processing our item, the purchaser who processes the item for us does not acquire ownership of the new item. If the item is processed, combined or mixed with material not belonging to the seller, the seller always acquires co-ownership of the share resulting from the following ratio: the value of the reserved item delivered by the seller to the value of the product created through processing, combining or mixing. In these cases, the purchaser is considered a custodian for the seller.

The purchaser is entitled to sell the item delivered by us, or the new products we co-own, as part of normal business activities. In order to safeguard our claims, the purchaser immediately assigns to us the claims arising from a resale for the proportionate value of our reserved item or our co-ownership of the item forming the object of the sales contract with the third party. The purchaser's right to possess the products reserved by us and to collect the claims assigned to us only exists insofar as it complies with its duties to us, and does not collapse financially. If these conditions are not met, we are entitled, under exclusion of the withholding right, to demand immediate return of all our reserved items without setting an extension period or withdrawing from the contract.

If the securities existing as a result of the retention of title exceed the safeguarded claims by 25%, we will float the securities going beyond.

The seller must immediately inform us of any events which may affect our right to ownership of the item or the rights to the claims assigned to us (e.g. levies of execution, declarations of bankruptcy). All resulting intervention costs are borne by the purchaser.

7. Applicable law, place of fulfilment and place of jurisdiction

The courts of the Grand Duchy of Luxembourg are agreed as being the place of fulfilment and jurisdiction for all claims arising from the business relationships. Unless otherwise agreed, the contracts are subject to Luxembourgish law and the United Nations convention of 11 April 1980 concerning the international sale of goods (Convention des Nations Unis sur les contrats de vente internationaux de marchandises, conclue à Vienne le 11 avril 1980).