

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 confirmed by the seller 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 met wherever possible. If these are not met, the purchaser – subject to the regulation below – is entitled to withdraw from the contract only 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, deficiency or shortfall of entire product lines or single aggregates, strikes, lockouts, accidents, deficiency or shortfall of the IT system, 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, either contractual partner 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 conduct 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, sufficient adhesion and surface properties; composite properties; content of solvent remains and odour neutrality. In addition the purchaser must take into account for the design of food packages the indications in the "Composition details" regarding migration potentials in respect of the valid product information and/or technical data sheets as applicable at the time of production.

Colour specifications are only considered binding if the print substrate actually used is provided for the selection process. 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) and/or the reported defect immediately after notification of the defect.

The seller is obliged to retract the defective item and, at its discretion, either refund the purchase price or provide the purchaser with a replacement. Further warranty claims are excluded. This applies whether or not a feature of the purchased item is 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 subcontractors and/or vicarious agents, are excluded, insofar as there is not a case of deliberate or grossly negligent conduct. 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 what is appropriate. We provide advice and information on the suitability and application of our products to the best of our knowledge, based on our development work and experience. This does not exempt the purchaser from conducting its own checks.

We wish to point out that colour pigments with a low light fastness (e.g. fanal pigments) can lead to considerable changes of ink tone in mixed formulations with several components, even with short storage times and without the influence of light. Liability for this risk, which lies outside of our area of responsibility and is sometimes technically unavoidable, is hereby excluded.

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 adequacy as a print substrate for our dyes.

5. Prices, Payment

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

If this deadline is not met, default interest calculated at the rate applicable to commercial transactions according to Luxembourg law 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 entitled to offset or withhold payment only 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 security for our payment balance claim. If bills of exchange or cheques are given in payment, the sum is only considered as duly paid when the same have been credited; the same applies when arranging payments through refinancing methods. Our claims are considered as not having expired insofar as a liability assumed by us or affecting us in this context still exists, e.g. as a result of a bill of exchange or guarantee.

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 at the value of the reserved item delivered by the seller in proportion 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 and/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, which is the object of the sales contract with the third party. The purchaser's right of title to the products reserved by us and to collect the claims assigned to us only exists insofar as the purchaser complies with its duties to us and does not collapse financially. If these conditions are not met we are entitled, to the exclusion of the right of retention, to demand immediate return of all our reserved goods without setting an extension period or to withdrawal from the contract.

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

The seller must immediately inform us of any events which may affect our title to the goods 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 Luxembourg-city (Grand Duchy of Luxembourg) are agreed as being the place of fulfilment and exclusive jurisdiction for all claims arising from the business relationships. Unless otherwise agreed, the contracts are subject to Luxembourg 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 internationale de marchandises, conclue à Vienne le 11 avril 1980).