



## General Terms and Conditions

### **I. Scope of application**

1. These General Terms and Conditions shall apply between dekoGraphics GmbH to all offers and quotations submitted by it as well as to all contracts concluded with its business partners and non-contractual legal relationships. Quotations shall not be offers, but merely presentations of the services provided by dekoGraphics GmbH.
2. Any deviating general terms and conditions of the business partners shall not become part of the contract. The submission or acceptance of offers or the fulfillment of contracts shall always take place under exclusion of any deviating general terms and conditions.
3. If a contract is not concluded in writing and no written order confirmation is provided, the contractual partner expressly acknowledges the present General Terms and Conditions as the binding content of the contract upon delivery or acceptance of the goods.

### **II. Conclusion of contract**

1. Quotations by dekoGraphics GmbH shall be made verbally (by telephone), in writing (fax, letter) or in text form (email). Binding offers of dekoGraphics GmbH shall be designated as such and shall be valid for four weeks from receipt.
2. Services of dekoGraphics GmbH are generally carried out according to the price lists displayed in their business premises. Deviations must be expressly agreed upon. The prices of dekoGraphics GmbH shall be non-binding insofar as essential changes in raw material prices and wages occur after publication of the price list or submission of an offer.
3. As far as transfers or other services of dekoGraphics GmbH are to take place using brands, copyrights or trademarks, obtaining the necessary permissions from brand, copyright or trademark holders shall be the responsibility of the business partner. dekoGraphics GmbH shall have no responsibility to verify this. The business partner shall exempt dekoGraphics GmbH from any claims arising from any infringements of third party rights.



### **III. Processing**

1. dekoGraphics GmbH shall be allowed to use subcontractors for fulfillment of the contract.
2. The contracting party must provide dekoGraphics GmbH with test material in sufficient quantity free of charge upon request. The contracting party shall generally release the test material processed by dekoGraphics GmbH by confirmation in writing. After release, processing shall take place in accordance with the test sample at the business partner's risk.
3. Means of production created dekoGraphics GmbH for the provision of services, e.g. films, screens, CD data, tools, forms and recordings shall become and remain the property of dekoGraphics GmbH.

### **IV. Delivery**

1. The shipment of the goods shall take place at the risk and expense of the business partner. This shall also apply if the delivery is made directly from the subcontractor of dekoGraphics GmbH to the business partner.
2. Contracts with a delivery date shall only be fixed transactions if the business partner has expressly referred to the transaction as a fixed transaction in text form upon conclusion of the contract. Delivery dates shall be deemed to have been met if the goods are shipped before expiry of the delivery date.
3. Exceeding the delivery time shall only entitle the business partner to further rights if he has set dekoGraphics GmbH a grace period of at least two weeks in text form. Liability due to delay or impossibility shall be limited to gross negligence or intent.
4. The business partner must inspect the goods immediately. The goods as a whole shall be deemed to be free from defects and completely accepted within 5 days after receipt, unless dekoGraphics GmbH receives a justified notice of defects in text form within the period.
5. Excess delivery quantities of up to 10% shall be accepted and paid by the business partner. Delivery shortfalls of up to 10% shall not oblige dekoGraphics GmbH to make subsequent deliveries.



## **V. Payment**

1. All payments shall be made free of charge in the document currency in accordance with the invoice issued. dekoGraphics GmbH shall be entitled to demand advance payment. Invoices shall be due for payment two weeks after invoicing, unless stipulated otherwise in the contract or invoice. Discount deductions shall require express agreement in text form.
2. Offsetting against counterclaims shall be excluded, unless the counterclaim is undisputed or has been legally established. The same shall apply to the assertion of retention of title.
3. In the event of default of payment, interest at a rate of 9% above the base interest rate shall accrue. Further damages due to default shall remain unaffected. For each reminder, dekoGraphics GmbH shall be entitled to demand a lump sum of 5.00 EUR.

## **VI. Retention of title**

1. dekoGraphics GmbH shall remain owner of the delivered goods until full payment. The business partner shall not be entitled to dispose of the goods or to process the goods until payment has been made in full.
2. Should the business partner sell the goods to third parties contrary to Clause VI. 1. Sentence 2 or have already sold them before conclusion of the contract, the business partner hereby assigns the claim from the resale also of processed goods against the third party to dekoGraphics GmbH in the amount of such claim. The business partner shall be obliged to notify dekoGraphics GmbH of the sale and the third party including address as well as the third party of the assignment. dekoGraphics GmbH shall be entitled to collect the claim against the third party itself.
3. If the goods subject to retention of title are processed contrary to Clause VI. 1. Sentence 2, the processing shall be carried out on behalf of dekoGraphics GmbH. It shall acquire sole ownership. If the goods subject to retention of title are processed with other items also delivered under extended retention of title, dekoGraphics GmbH shall acquire co-ownership in the new item in proportion of the invoice value of its goods subject to retention of title to the invoice value of the other processed items.





## VII. Warranty/liability

1. Complaints for obvious defects must be made immediately in text form within the inspection period according to Clause IV. 4. Defective goods shall be returned immediately to dekoGraphics GmbH at the expense of the business partner or, upon request, to its subcontractors. Shipping costs shall be reimbursed in the event of justified complaints.
2. Customary or minor deviations or impairments in quality, color, size, weight, equipment or design, shall not entitle the customer to warranty claims.
3. Any warranty shall be excluded in the event of damage or consumption as a result of natural wear and tear, incorrect or negligent handling, excessive strain, unsuitable operating resources, unsuitable storage or other deliberate or natural influences. This also applies to changes, processing, repair work or other interventions to the delivered goods by the business partner or third parties. Any warranty in the event of delivery of transfers shall be excluded if they are not used up within one month, unless agreed otherwise individually.
4. In case of defects, the warranty shall be limited to replacement delivery or rectification at the discretion of dekoGraphics GmbH; if this fails, rescission or reduction shall be possible. Any more extensive claims, in particular for damages, shall be excluded to the extent permitted by law.
5. Warranty claims shall become statute-barred within six months, as far as legally permissible or not otherwise individually agreed; otherwise, except in case of intent, they shall be statute-barred within one year; new consumer goods shall be statute-barred within two years from delivery or acceptance.
6. In the case of a pre-contractual, contractual and non-contractual breach of duty, also in the case of a defective delivery or other service and unlawful act, dekoGraphics GmbH shall only be liable in the case of intent, gross negligence as well as in the case of a slightly negligent violation of an essential contractual obligation (contractual obligation, the violation of which endangers the achievement of the contractual purpose). Apart from the violation of essential obligations, liability for slight negligence shall be excluded. The liability for damages resulting from the injury to life, limb and health shall remain unaffected. Any liability of dekoGraphics GmbH - with exception of intent - shall be limited to the typical contractual damage foreseeable at the time of conclusion of the contract and to the amount corresponding to the order value.



7. Raw materials, materials and goods, which are delivered to dekoGraphics GmbH in an unsolicited manner or for the fulfillment of an order, shall be stored at the risk and expense of the contracting party. The contracting party shall be obliged to insure them against damage caused by fire, tap water, robbery, theft and vandalism as well as against natural hazards of any kind during storage or execution of the order. The contracting party is aware that dekoGraphics GmbH does not have insurance for this. The contracting party is obliged to collect the provided raw materials, materials and goods immediately upon request of dekoGraphics GmbH.

### **VIII. Final provisions**

1. dekoGraphics GmbH shall be entitled to store, process and transmit data of business and payment transactions with the business partner as far as permitted by law.
2. Place of performance for all services and payments shall be the registered office of dekoGraphics GmbH.
3. The entire business relationship between dekoGraphics GmbH and its business partners shall be governed exclusively by German law.
4. For all legal disputes arising from contractual or pre-contractual relationships, the registered office of dekoGraphics GmbH shall be agreed as the place of jurisdiction, provided that the business partner fulfills the requirements of § 38 Civil Procedure Code.
5. Should individual provisions of these General Terms and Conditions or the contract existing between dekoGraphics GmbH and the business partner be or become invalid, the validity of the remaining provisions shall not be affected thereby.

St. Leon-Rot, 22.05.2019