

STRAUB-VERPACKUNGEN GMBH, 78199 Bräunlingen
General Terms and Conditions of Delivery and Payment (last updated: 05/2024)

General information

1. The following General Terms and Conditions of Delivery and Payment (hereinafter referred to as GTCs) apply to all orders and purchase orders. The GTC shall only apply if the Purchaser (hereinafter also referred to as "Customer" or "Client") is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law. To facilitate readability, the masculine form is used to refer to persons and for personal nouns. Corresponding terms apply in principle to all genders in the interests of equal treatment.
 2. Our GTCs apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Purchaser shall only become part of the contract if and insofar as we have expressly agreed to their validity. This requirement of consent shall apply in any case, for example even if we carry out the delivery to the Purchaser without reservation in the knowledge of the Purchaser's General Terms and Conditions.
 3. Individual agreements made with the Purchaser in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTCs. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.
 4. The GTCs apply in particular to contracts for the sale and/or delivery of movable goods ("goods"), irrespective of whether we manufacture the goods ourselves or purchase them from suppliers (Sections 433, 650 BGB). Unless otherwise agreed, the GTCs in the version valid at the time of the Purchaser's order or, in any case, in the version last communicated to him in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.
 5. All quotes are non-binding, i.e. all orders require written confirmation from us. A legally binding purchase contract is only concluded with this confirmation, whereby the content of the confirmation is exclusively authoritative. Computerised order confirmations are also legally valid without a signature.
 6. Legally relevant declarations and notifications by the Purchaser in relation to the Contract (e.g. setting a deadline, notification of defects, cancellation or reduction) must be made in writing, i.e. in written or text form (e.g. letter or email). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected. Costs incurred for changes or cancellations of confirmed orders shall be borne by the Purchaser.
 7. These General Terms and Conditions of Delivery and Payment and the entire legal relationship between us and the Customer shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCs.
 8. Until the introduction of a legal regulation, it is agreed that, as far as technically possible for both Parties, business documents, such as quotes, order confirmations and/or invoices, can also be sent electronically by email.
- I. Delivery times**
1. It is part of our service to the Customer to meet the confirmed delivery dates. Circumstances of force majeure, which impede timely delivery, shall entitle the Seller to postpone delivery for the duration of the impediment. Compensation for damages due to delayed delivery or impossibility of delivery can only be paid if we are at least guilty of gross negligence.
 2. A delivery date shall only be deemed a fixed date if it is expressly designated as such. The delivery period shall be agreed individually or specified by us upon acceptance of the order. The delivery period begins when the order confirmation is sent. However, the prerequisites are complete technical clarification with the Customer, provision of the documents to be procured by the Customer, provision of the agreed advance payments and fulfilment of other advance performance obligations. If we are prevented from fulfilling our obligation due to unforeseen circumstances, which we could not avert despite reasonable care, the delivery period shall be extended by the duration of the delay. If the delivery or service becomes partially or completely impossible due to these circumstances, we shall be released from the delivery obligation in part or in full and can withdraw from the Contract accordingly.
 3. Completed orders that have been reported ready for despatch must be accepted. If the Client refuses to accept the goods in whole or in part on the agreed delivery date, the Supplier may either demand fulfilment of the Contract or, on expiry of a reasonable grace period set by it, claim damages for non-performance.
 4. The Purchaser's rights pursuant to Section VI. of these GTCs and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent fulfilment), shall remain unaffected.
- II. Dispatch and transfer of risk**
1. Unless otherwise agreed, all deliveries shall be made "Delivered At Place" (DAP according to Incoterms®). Deliveries with a goods value of less than EUR 600.00 are delivered "ex works" (EXW according to Incoterms®). Completed orders that have been reported ready for despatch must be accepted. The usual shipping method is by lorry.
 2. In all other respects, responsibility for shipping and delivery risks shall be governed by the individually agreed provisions of the applicable Incoterms®.
 3. It is the Customer's responsibility to insure the delivery against insurable risks at his own expense from the transfer of risk.
4. The unloading of the goods at the Customer's premises must be carried out properly and immediately by the Customer using suitable equipment to be provided by the Customer. If our employees or vicarious agents employed by us for the delivery to the Customer are entrusted with the unloading at the Customer's request, these persons shall only be liable for gross negligence.
 5. If the Purchaser is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the Purchaser is responsible, we shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g. additional logistics costs). Additional expenses are invoiced as incurred. Proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, cancellation) shall remain unaffected. The Purchaser shall be entitled to prove that we have suffered no loss at all or only a significantly lower loss than that calculated by us.
- III. Prices; terms of payment; right of retention**
1. In addition to the prices quoted, the applicable statutory VAT will be charged. From the third month after conclusion of the Contract, we reserve the right to increase the agreed prices accordingly if cost increases occur, in particular due to collective labour agreements or material price increases. The Client has the right to obtain corresponding proof.
 2. The purchase price is due in accordance with the offered and agreed payment terms. However, we are authorised at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation. Reference is made to Section III.(5.) accordingly.
 3. The general term of payment is 30 days net; if payment is made within 14 days of the invoice date, we shall grant a 2% discount. The latter, however, shall only apply to the ex-works price excluding freight shipping and other ancillary costs, such as printing or ancillary tool costs, and only if all of the Customer's liabilities arising from the business relationship have been settled. Invoices for other ancillary costs, such as order-related tools, printing plates and transport and storage equipment (e.g. pallets) are payable immediately upon receipt without deductions. Payments received by the Seller are first used for costs within the meaning of Section 367 BGB, then for interest and finally for settlement of the oldest debt items.
 4. The Customer must check invoices and balance notifications for accuracy and completeness. The Seller's invoices shall be deemed to have been recognised unless objected to in writing within 14 days of the invoice date. This also applies to balance notifications.
 5. If the agreed payment term is exceeded, the Customer shall be in default of payment in accordance with the provisions of Sections 286 et seqq. BGB, which entitles us to charge interest on arrears and a lump sum for expenses. We reserve the right to prove and assert further claims for damages caused by delay.

We shall not be obliged to make any further deliveries under any contract before payment of invoice amounts due is received, including interest on arrears.
 6. If the Customer is in arrears with payment and in the event of other serious indications of a risk to payment (cf. Section 18(2) of the German Insolvency Code (InsO)), we are entitled, subject to further claims, to demand immediate payment for deliveries made and, at our discretion, advance payment or payment on delivery for future deliveries. Alternatively, we may demand the provision of sufficient collateral acceptable to us within a reasonable period of time.
 7. All our claims shall become due if the Client declares itself insolvent by filing for insolvency or in any other way. We are entitled, at our discretion, to withdraw from the delivery contracts concluded with the Customer or to demand compensation for non-fulfilment if the Customer has not made payment within 10 days of receiving the reminder.
 8. The Client shall only be entitled to set-off or retention rights if his counterclaims have been legally established, are undisputed or have been recognised by us. The Client shall also have no right of retention against disputed counterclaims. In the event of defects in the delivery, the Purchaser's counter-rights shall remain unaffected, in particular pursuant to V.(7)(4) of these GTCs.
 9. Cheques shall only be accepted as conditional payment and shall only be deemed as payment after they have been credited unconditionally. Bills of exchange are no longer accepted as a means of payment. The final credit to the Seller's account is decisive for timeliness of the payment.
- IV. Retention of title; extended retention of title**
- We shall be granted the following agreed securities for all our claims against the Customer arising from the business relationship, irrespective of the legal grounds. If the realisable value of all security interests to which we are entitled exceeds the amount of all secured claims by more than 10%, we shall release a corresponding part of the security interests at our discretion at the Customer's request.
1. The delivered goods shall remain our property until full payment of the purchase price and all claims arising from the entire business relationship, regardless of their nature. Ownership shall not pass to the Customer until all cheques issued as payment, including all ancillary costs, have been settled. In the case of payment by cheque, only the encashment date shall apply, not the issue date. If the Customer resells the goods, he is obliged to reserve the proprietary rights. As long as the reservation of proprietary rights exists, the Customer is not authorised to pledge the goods or to assign them as security.
 2. In the event of breach of contract by the Purchaser, in particular non-payment of the purchase price due, we shall be entitled to withdraw from the Contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the reservation of proprietary rights. At the same time, the demand for the return

of goods does not include a declaration of cancellation; rather, we are entitled to demand only the return of the goods and reserve the right to cancel the Contract. If the Purchaser does not pay the purchase price due, we may only assert these rights if we have previously set the Purchaser a reasonable deadline for payment without success or if setting such a deadline can be dispensed with according to the statutory provisions.

3. The Customer is only authorised to reuse or resell the goods in the ordinary course of business. The Customer hereby assigns to us any claims arising in this connection and undertakes to inform us of the names of the third-party debtors and the amounts of the claims upon request. If goods subject to the reservation of proprietary rights are sold by the Customer, alone or together with goods not supplied by the Seller, the Customer hereby assigns to the Seller the claims arising from the resale in the amount of the value of the goods subject to the reservation of proprietary rights, including all ancillary rights; the Seller accepts the assignment. The value of the goods subject to the reservation of proprietary rights is the amount of the Seller's invoice plus VAT at the respective statutory rate. The claim arising from the resale of our goods may not be assigned to third parties, including banks.
4. If the respective delivery parts are combined with other items, the Customer hereby assigns to us a co-ownership share in the new item. The co-ownership share is determined according to the ratio of the value of the delivered goods to the value of the new item.
5. The Customer is obliged to insure unpaid goods against damage, in particular fire, water and breakage. The Customer undertakes to inform us of the name of the respective damage insurer and assigns its claim against the respective insurer for unpaid goods to us on account of fulfilment.
6. If, in the case of delivery for export, the above provision on reservation of proprietary rights is not effective under the law of the country of export or needs to be supplemented and/or registered in order to be effective, the Customer shall be obliged and we shall be entitled to conclude a security agreement under the law of the country of export and to carry out the necessary registration.
If the Export Customer is in arrears with payments, we shall be entitled to take possession of the goods and store them separately and outside the Customer's business premises, without this being associated with a cancellation of the Contract.
7. In the event of any disagreement as to the whereabouts of deliveries of goods owned by us, the Customer hereby grants us the right to inspect the goods in question together with him on his premises.
8. The Customer's right to resell and use the goods subject to the reservation of proprietary rights and the authorisation to collect assigned claims shall expire upon suspension of payment, application for or opening of insolvency proceedings or out-of-court settlement proceedings.
9. The securities provided for the Seller also extend to those liabilities that are unilaterally established by the insolvency administrator in the event of insolvency by way of a fulfilment option.

V. Complaints / Liability

1. The statutory provisions shall apply to the Purchaser's rights in the event of material defects and defects of title (including incorrect and short delivery), unless otherwise specified below.
The basis of our liability for defects is above all the Agreement reached on the quality and function of the goods. All product descriptions and manufacturer's specifications and sample parts that are either customary in the industry and for the material, are the subject of the individual Contract or were publicly announced by us (e.g. in catalogues or on our website) at the time of concluding the Contract shall be deemed to be an Agreement on the quality and function of the goods.
2. In principle, we are not liable for defects that the Purchaser is aware of or is grossly negligent in not being aware of when the Contract is concluded (Section 442 BGB). Furthermore, the Purchaser's claims for defects presuppose that he has fulfilled his statutory inspection and complaint obligations (Sections 377, 381 of the German Commercial Code (HGB)). If a defect is discovered during delivery, inspection or at any later point in time, we must be notified of this in writing without delay. In any case, obvious defects must be reported in writing within 10 working days of delivery and defects not recognisable during the inspection within the same period from the point at which they were discovered. If the Purchaser fails to properly inspect the goods and/or report defects, our liability for the defect not reported or not reported on time or not reported properly shall be excluded in accordance with the statutory provisions.
3. If the Customer continues to use our goods, it is the Customer's responsibility to check these goods for any hidden defects before continuing to use them; these must be reported.
4. Failure to give notice of defects in due time and form in the case of recognisable defects shall result in the loss of any claims arising from the defects.
5. We accept no liability for damage caused by unsuitable or improper storage and use by the Customer or third parties, or by wear and tear, faulty or negligent handling, unless we are at fault.
6. No liability is accepted for minor deviations and changes in colour and fabric composition. We also accept no liability for deviations in sizing, smoothness, lightfastness and purity of the paper, gluing, stitching and printing that are customary in the industry. We are also not liable for errors overlooked by the Customer when checking production templates. Fluctuations in quality and weight of up to 10% cannot be criticised, as this is customary in the industry.

The agreed technical properties and colour fastness are only guaranteed if the product is stored correctly, i.e. 23° Celsius, 50% relative humidity and avoidance of UV rays (sunlight).

In all other respects, the assessment of deviations that are customary in the industry or technically unavoidable shall be based on the "Test catalog for test characteristics and defect assessment for corrugated board packaging" published by the Verband der Wellpappen-Industrie e.V. (VDW e.V.) (German Association of the Corrugated Board Industry), Markgrafenstraße 19, 10969 Berlin, and the DIN standards for corrugated board packaging, all as amended from time to time.

7. If the delivered item is defective, we can initially choose whether we opt to provide subsequent fulfilment by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery). Our right to refuse subsequent fulfilment under the statutory conditions remains unaffected.
We are entitled to make the subsequent fulfilment owed dependent on the Purchaser having paid the purchase price due. However, the Purchaser is entitled to retain a reasonable part of the purchase price in proportion to the defect.
8. We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, in accordance with the statutory provisions, if a defect actually exists. Otherwise, we may demand compensation from the Purchaser for the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs), unless the lack of defectiveness was not recognisable to the Purchaser.
9. Claims of the Purchaser for damages or reimbursement of futile expenses shall only exist in accordance with Section VI. and are otherwise excluded.

VI. Other liability

1. Unless otherwise stated in these GTCs, including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
2. We shall be liable for damages – irrespective of the legal grounds – within the scope of fault-based liability in the event of wilful intent and gross negligence. In the event of simple negligence, subject to statutory limitations of liability (e.g. care in our own affairs; insignificant breach of duty), we shall only be liable
 - a) for damages resulting from injury to life, limb or health,
 - b) for damages arising from the breach of an essential contractual obligation (obligation whose fulfilment is essential for proper execution of the Contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for foreseeable, typically occurring damage.
3. The limitations of liability resulting from paragraph 2 shall also apply to third parties and in the event of breaches of duty by persons (including in their favour) whose fault we are responsible for in accordance with statutory provisions. They do not apply if a defect has been fraudulently concealed or a guarantee has been given for the quality of the goods and for claims of the Purchaser under the German Product Liability Act.
4. The Purchaser may only withdraw from or cancel the Contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. A free right of cancellation of the Purchaser (in particular according to Sections 650, 648 BGB) is excluded. Otherwise, the statutory requirements and legal consequences apply.

VII. Statute of limitations

1. Notwithstanding Section 438(1)(3) BGB, the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.
2. The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the Purchaser that are based on a defect of the goods, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages of the Purchaser pursuant to VI.(2)(1) and (2)(a) of these GTCs and under the German Product Liability Act shall be time-barred exclusively in accordance with the statutory limitation periods.

VIII. Right to withdraw from the Contract

We are entitled to withdraw from the Contract if the credit information obtained about the Customer is insufficient, the Customer is in default with the performance obligations incumbent upon him or the execution of the order exceeds what is reasonable and the Customer is responsible for this.

IX. Sample

1. Sample designs made of corrugated cardboard are specially produced models to which we claim both ownership and copyright. These samples may not be copied or made available to our competitors without our consent and shall remain our property unless we have invoiced for them and given our approval. If no order is placed, they must be returned to us without us having to request said return. No complaints can be made about deviations on delivery that are necessary for technical production reasons.
2. CAD designs and technical drawings are equivalent to packaging samples. Infringements may lead to claims for damages on our part in accordance with Section 823(II) BGB in conjunction with Sections 1, 18 of the German Act on Unfair Competition (UWG).
3. If the Customer provides his own packaging samples and/or labelling and/or trademarks and/or names, he assures us of his free right of disposal over these. In the event of claims by third parties, the Customer shall indemnify us against such claims. The labelling of packaging with symbols (e.g. green dot, eco-label) is carried out on behalf of the Customer. The Seller shall be indemnified against any liability for damages under trade mark law.

X. Dimensions and quantities

For corrugated cardboard, sizes are given as internal dimensions in millimetres in the order length x width x height. Due to the nature of corrugated cardboard, minor deviations of +/- 1%, but at least +/- 3 mm, are considered unobjectionable. We reserve the right to produce excess or short quantities of up to 20% for technical production reasons. These cannot be objected to and are therefore also deemed to be part of the order; this also applies to replacement deliveries. The quantity actually delivered is invoiced.

XI. Tools and printing plates / palletising

1. Printing plates, tools and other aids produced by the Supplier or on its behalf shall remain the property of the Supplier even if the production costs have been invoiced in full or in part and paid by the Client. Follow-up costs, such as wear and tear repairs due to use, shall be borne by the client. Due invoices for these items are payable without deduction. The Supplier shall not be obliged to surrender these items to the Client. Printing plates and tools shall be stored for a full year after delivery without the Supplier assuming liability. Printing plates and tools can then be disposed of for storage reasons without further notification being issued to the Customer.
2. The Supplier shall keep a corresponding "pallet account" for the pallets and cover plates owned by it on behalf of the Client. This provides information on the stock of pallets and cover plates and any changes. Upon request, the Client will receive a statement of the pallet account to reconcile the balance. The records in the account are kept on the basis of shipping documents.
The Client must acknowledge the pallets received in each case.

For each delivery of palletised goods, the Client shall return to the Supplier, step by step, the same number of equivalent pallets that it has received. Costs for pallets that are not returned or are returned damaged will be invoiced.
With the exception of the aforementioned pallets and cover plates, or other packaging materials owned by the Supplier, transport and all other packaging materials shall not be taken back in accordance with the German Packaging Ordinance. The Customer undertakes to dispose of these materials at his own expense.

XII. Rights of use to logos, item images, item descriptions and copyrights

1. The Purchaser is authorised to use, pass on to third parties or publish logos, item images, item descriptions, drafts, drawings or other documents, provided that the Seller has expressly consented to such use in writing. The Seller reserves the right of ownership and copyright.
2. If the Purchaser violates these rights of use, the Seller may refuse to make deliveries and/or accept orders.
3. If the Seller has produced or supplied goods in accordance with drawings, models, samples, logos or other documents provided by the Purchaser, the Purchaser shall guarantee that the industrial property rights of third parties are not infringed. If third parties prohibit the Seller from manufacturing or selling goods with reference to industrial property rights, the Seller shall be entitled to cease any further activity. The Seller is not obliged to check the legal situation and can demand compensation if the Purchaser is at fault. The Purchaser also undertakes to indemnify the Seller immediately against all claims of third parties in connection therewith.

XIII. Obligations and rights of the Contracting Parties

1. The Contracting Parties are responsible for the contractually agreed obligations and rights.
2. In accordance with Section 15(1) of the German Packaging Act (VerpackG), we are obliged to take back certain packaging free of charge. However, this requires a separate request from the Customer and applies exclusively to packaging manufactured by us. The place of handover for the take-back, and thus for the transfer of risk and bearing of costs, is the respective loading ramp for waste paper at our plants. Provisions deviating from this are possible if made in writing.
3. National and international regulations may require packaging and packaging waste to be labelled according to their material composition. Examples include EU Directive 2018/851 on waste and EU Directive 2018/852 on packaging and packaging waste. Irrespective of who is primarily responsible for these labelling obligations, it is the exclusive duty of the Customer to point out the required labelling obligations at the latest at the time of placing the order on the basis of its intended dispatch and use of the packaging and to ensure that the ordered packaging is provided with the required labelling. The costs for this shall be borne by the Customer.
Any liability on our part due to omitted labelling notices and information is expressly excluded.

XIV. Place of fulfilment and jurisdiction

The place of fulfilment for deliveries is Bräunlingen or Blumberg/Baden, and for payments exclusively Bräunlingen.

The place of jurisdiction for all disputes arising from the business relationship shall be Donaueschingen or the courts having jurisdiction for Donaueschingen at our discretion.

XV. Data protection

In accordance with Section 26 of the German Federal Data Protection Act (BDSG), the Customer is hereby informed that we process data as a tool for an automated procedure for our own purposes in order to fulfil our business tasks within the scope of our business relationships.

Straub-Verpackungen GmbH processes the contact details of its business partners to the extent necessary on the basis of Article 6(1)(b) of the EU General Data Protection Regulation (GDPR) and in compliance with the relevant data protection regulations in order to fulfil the contractual relationship with our business partners.
For information on the handling of personal data, please refer to our detailed Privacy Policy at <https://www.straub-verpackungen.de/de/datenschutz>.

XVI. Deviating conditions for transactions in the webshop

1. In deviation from Section III.(2) of these GTCs, a general term of payment of 14 days net applies for orders placed in the STRAUB webshop.
2. Deliveries according to paragraph 1. within a radius of up to 200 km around our location are "Delivered At Place" (DAP according to Incoterms®).
3. Orders can only be placed in the webshop by commercial customers in the B2B sector. The User has the right to reject other order enquiries without further justification.
4. In all other respects, the preceding General Terms and Conditions shall apply.

XVII. Final provisions

1. Should individual provisions of this Contract be invalid or contradict the statutory provisions, this shall not affect the remainder of the Contract. The invalid provision shall be replaced by mutual agreement between the Contracting Parties by a legally valid provision that comes closest to the economic sense and purpose of the invalid provision. The above provision applies accordingly in the event of loopholes.
2. Amendments or additions to this Contract must be made in writing.

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STRAUB-VERPACKUNGEN GMBH, 78199 Bräunlingen