

General Terms and Conditions

1. Scope of validity

These General Terms and Conditions apply to all transactions (offers, acceptances, orders, supplies, services, etc.) with G. Coreth Kunststoffverarbeitungs-GmbH, hereinafter referred to as Seller.

Beginning with the initiation of any transaction, Buyer shall explicitly consent to these General Terms and Conditions and shall be bound by them for this and all following transactions.

We do not accept any conditions by customers contradictory to or deviating from our Terms and Conditions unless we have explicitly and in writing agreed to the validity of such conditions.

2. Conclusion of contract

Offers and orders

Unless explicitly agreed upon in writing otherwise, all Seller's offers shall be non-binding. Orders placed with the Seller shall become valid only upon confirmation, in writing, by the Seller. Any amendment, addition to or cancellation of agreements made require Seller's explicit consent in writing.

In the event of circumstances occurring on Buyer's side, which jeopardize or seem to jeopardize trouble-free taking over or payment of the goods ordered, the Seller shall be at liberty to cancel orders, even if already confirmed, or to postpone fulfilment until trouble-free taking over and payment can be assured. Such cases shall not constitute Seller's delay in delivery.

The Buyer covenants to check the confirmation of order immediately and to advise the Seller in writing of any changes desired not later than 4 days after the date of confirmation.

3. Prices

Prices shall be binding only if they have been confirmed in writing in the confirmation of order.

Despite this, the Seller reserves the right to raise fixed prices in the event of cost increases of a general nature, such as wage increases, increases in the prices of raw and auxiliary materials, increases or imposition of taxes, increases in the costs of transport, waste disposal and management, exchange rate variations or similar.

Rolls are calculated including packing. Sleeves form part of the net weight and are not taken back. Prices of printed goods are understood exclusive of costs for printing-plate design and manufacture of the set of plates, such as zinc and rubber plates, and possible preparation of samples. The plates shall remain the property of the Seller.

4. Terms of payment

Payment shall be made in accordance with the agreements entered into by the parties to the contract and laid down in writing in the confirmation of order. Payments shall be deemed effected as soon as the Seller has received the credit advice from the bank. If the period allowed for payment as agreed upon is exceeded, the Buyer shall be in default without further notice. Subject to other rights, the Seller shall be entitled to charge default interest of 10 % p.a. In the event of default of payment, the Buyer undertakes to reimburse the Seller for all costs, expenses and cash expenditure resulting from said default under which title whatsoever they accrue.

Payment by bill of exchange shall require a special agreement.

Any changes in the assessment of Buyer's creditworthiness, e.g. failure to meet a particular date of payment, slow payment, receipt of unfavourable information, etc. shall entitle the Seller to request a guarantee of payment or advance payment prior to delivery of goods and services even if this has not been agreed upon originally.

Any retention of payment or offsetting against any existing claims on the part of the Buyer shall be precluded.

5. Delivery

The mode of delivery shall be at the Seller's discretion. Transport shall be at the Buyer's risk.

Delivery period shall be deemed the period between the date of order confirmation and the date of notification of readiness for delivery to the Buyer. Where printed goods are concerned, the delivery period starts after Buyer's approval of the test print.

All indications of delivery periods are non-binding. The delivery periods or dates indicated by us are based on capacities and circumstances at the time of acceptance of the order and are therefore no fixed dates. Force majeure events, in particular, war, strikes, lock-outs, interruption of raw-materials supplies, blocking of transport, technical breakdowns in our own company or in suppliers' companies entitle us to withdraw, in part or in total, from the contract, or to postpone deliveries without any claims accruing to the orderer.

Blanket purchase orders shall be possible and valid only for order values of 4,000 Euros and above. Unless otherwise agreed upon, maximum duration shall be six months. Part deliveries must have an invoice value of at least 800 Euros in each case. If part deliveries are requested that fail to reach the minimum volume agreed upon, we reserve the right to increase the part delivery to the minimum volume of 800 Euros without prior consultation with the Buyer. If the final date agreed upon should not be met, we reserve the right to deliver and invoice, without prior consultation, the goods that have not yet been delivered.

Transport damage can only be acknowledged if such event has been noted by the Buyer on the shipping documents upon receipt of goods.

In the event the Seller delays delivery despite a fixed agreement on delivery period or delivery date, the Buyer has to grant the Seller an adequate period of grace of at least 14 days. If Seller fails to fulfil the order by the end of this period of grace, Buyer shall be entitled to cancel the order, however without making any further claims.

6. Defect claims

In the absence of detailed written instructions by the Buyer, orders will be executed with material conforming to industry standards and in accordance with known methods of production. No claims regarding the behaviour of the packaging material toward the content and vice versa can therefore be made unless explicit and detailed information concerning particular properties of the content has been pointed out to the Seller and Seller has issued a statement in writing concerning this matter.

The Buyer consents to accept deviations from the order and not to construe them as defects. Seller cannot be held liable for any deviations in colour and condition of the product, in gluing, printing, nor for deviations regarding weight and material that are customary in the industry. Defect assessment shall not be based on individual items, rolls, packed units or the like. Rather, such assessment shall be based on the average condition of the total delivery, and this shall also apply if the defect concerns deviations in dimension, weight or quantity. If special colours have been used as defined by the Seller, no guarantee can be given for identical colours in follow-up orders. For printed bags no guarantee can be given for light and water resistance or for colour adhesion. Variations in registration, blurred edges and margins may occur in printed products and shall be accepted by the Buyer.

Seller shall be advised of defects immediately. Obvious defects shall be brought to the Seller's attention within a maximum of three days, hidden defects within a maximum of two months after receipt of the goods. Defect claims against part of the delivery cannot result in rejection of the total delivery.

In the event of defect claims Seller shall be given an opportunity to inspect the alleged defect on site immediately. If the allegation of defect is found to be justified, Seller shall have the right to provide replacement or give adequate credit. Defect claims of any kind whatsoever shall not affect the due date of Seller's claim. The Buyer shall not be entitled to set off the value of defective goods against any counterclaims, to reduce the price unilaterally or to retain the amount invoiced.

If, despite the defect claim, the Buyer proceeds to use the goods found defective without the Seller's written consent, Buyer shall be liable for any damage possibly resulting therefrom. Moreover, this shall be deemed a waiver of all warranty and damage claims.

Goods in respect of which allegation of defect is made can only be returned to the Seller following consent by the latter. In that event the Buyer must ensure the same measure of light-, dust- and moisture-proof packing as has been employed in Seller's delivery. No defect claim can be acknowledged if the Buyer has damaged or contaminated the goods or rendered them unfit for any further use.

7. Damages and product liability

Inexpert storage by the Buyer shall exclude any claim for damages.

In addition, any compensation for damages shall be restricted to such damage as can be covered by the Seller's insurance so that in particular all liability for lost profit of third parties and liability for legal expenses shall be excluded a priori.

There shall be no compensation for consequential damage.

The parties to the contract explicitly exclude any protective consequences of this contract for third parties so that the Seller cannot be held liable for any damage possibly accruing to third parties.

8. Storage conditions

No liability can be accepted for goods stored in excess of three months at Buyer's premises. During storage the goods must be protected against moisture and UV radiation and they must not be stored near heaters or other sources of heat. Prior to use, the goods must be stored in the production or processing area for at least 24 hours. If stored at cold temperatures, a conditioning period of 48 hours will be required; polyethylene can be stored at temperatures between +5°C and +30°C only.

9. Reservation of ownership

Title to the goods delivered and also to such new goods as may be made from them shall remain vested in the Seller until full payment of the purchase price has been made.

The Buyer shall be entitled, in due conduct of business, to dispose of, and in particular to process and sell the goods. In the event the goods delivered subject to reservation of title are resold prior to final payment, the Buyer commits to fully cede to the Seller the resulting purchase price claim vis à vis the third party.

Any extraordinary disposal of the goods delivered by the Seller, such as pledging or assignment as security or similar uses shall not be permissible. The Buyer shall be committed to notify the Seller immediately if third parties take hold of the goods delivered subject to reservation of title.

10. Place of performance and jurisdiction

Place of performance for all obligations under this contract shall be Unterwaltersdorf. The parties to the contract explicitly agree upon jurisdiction of the district court Wiener Neustadt for any conflicts arising out of or in connection with this contract irrespective of the amount in dispute. However, the Seller shall be entitled to institute proceedings at the Buyer's court of jurisdiction if Seller so wishes.

Any disputes arising out of this contract shall be explicitly agreed upon to be resolved solely by application of Austrian substantive law and shall not be governed by the UN Convention on Contracts for the International Sale of Goods.