

General Terms and Conditions PAGO Etikettiersysteme GmbH

Printed matters

I. Closure of contracts

1. All deliveries, services and offers of Pago are based solely on the following conditions. Even without a further specific agreement, these conditions likewise apply to all present and future business relations. Different terms and conditions of the client are valid only if we have given our specific written consent to them.
2. Our offers are always made without obligation unless they have been specifically identified as binding. Technical changes as well as changes to the shape, colour and/or weight are reserved to the extent that they can be reasonably accepted by the other contracting party.
3. A contract is only concluded when we have given our written confirmation or made delivery. Additions and amendments to the contract, including to these general terms and conditions of delivery, are valid only if they are made in writing.

II. Prices and conditions of payment

1. Our prices apply to the scope of performance and delivery indicated in the order confirmation. They are quoted in EUROS exclusive of value added tax.
2. The client undertakes to pay for the samples made available to him and for the print masters produced by Pago, save where otherwise agreed.
3. Invoiced amounts are payable within 30 days of billing without any deduction, save where otherwise agreed in writing. The payment date is the date on which payment is received by Pago. In the event of failure to respect the payment date, the client must pay the outstanding sums with interest charged at 8% p.a. above the basic interest rate.

III. Delivery lead-time, late delivery, terms & conditions of delivery

1. Delivery lead-times are binding only by written agreement. The determining time is the time at which the items are made available or dispatched. In the event of late delivery, the client must allow a reasonable period of grace of not less than ten working days. If in the case of print orders the client does not give his approval for printing no later than ten working days before the delivery lead-time as stated on the order confirmation, the agreed delivery lead-time is not binding.
2. Pago is not liable for the impossibility of effecting delivery or for late delivery in so far as this is caused by force majeure or other events which could not have been foreseen at the time when the contract was closed and for which Pago is not responsible (e.g. operational disturbances of all kinds, difficulties in the procurement of materials or energy, lockout, shortage of labour, energy or raw materials).
3. If Pago is late with a delivery or service or if it proves impossible for Pago to provide a delivery or a service for whatever reason, liability is then limited to the prejudice which could have been foreseen at the time when the contract was closed.
4. Deliveries of print products (in particular labels) are made CPT (Incoterms® 2010).
5. Complaints cannot be made in respect of extra quantities or short deliveries on print orders equivalent to up to 10% of the ordered quantity, save where otherwise agreed. The quantity effectively delivered will be invoiced.
6. Goods held on Pago's stock based on call-off-contracts have to be taken from the client within 9 months after placing the order if no other period for stock keeping has been agreed. Labels which are still in Pago's stock after this period can be sent and charged to the client without further notice.

IV. Reservation of ownership

1. The delivered goods remain the property of Pago until all claims arising out of the business relationship with the client have been settled in particular also until all cheques or bills provided by way of payment have been cashed..
2. The processing or transformation of our goods are always effected for Pago as the manufacturer but without obligation for us. If the object supplied by Pago is permanently combined or mixed with objects of other suppliers or with objects which are the property of the client, Pago becomes the joint owner of the new object in an amount equivalent to the invoiced value.
3. Provided that the client is not in arrears with his payments, he may process and dispose of the reserved goods in the ordinary course of business. Pledging or transfer of ownership by way of security are not permitted. Claims on third parties resulting from the onward sale of the reserved goods – in the case of onward sale after processing or mixing only to a proportionate extent – are already assigned at this stage to Pago by way of security.

V. Warranty, liability and limitation of liability

1. Unless specifically agreed otherwise, Pago provides no guarantee for the other contracting party; rights on grounds of defects according to the statutory provisions following modifications to these general terms and conditions of business remain unaffected.

Samples which are made available by Pago serve to reach agreement on characteristics and do not constitute a guarantee. Any manufacturers' guarantees remain unaffected by this provision.

2. The delivered objects must be verified as soon as they are received by the client or by the third parties designated by him. Complaints in respect of the quality or quantity must be made in writing within 8 days of receipt, failing which the delivery shall be deemed to have been accepted.

3. A defect in one part of the delivery does not constitute a defect in the entire delivery. In every case, the defective goods must remain available until such time as the complaint has been dealt with (storage by the client or return to Pago).

4. If the goods delivered by Pago are defective, Pago must, at its own discretion, effect repair or replacement. If the repair or replacement delivery fails, the client may, to the extent that this is a substantive defect, withdraw from the contract or require a price reduction. If a guarantee of characteristics or durability given by Pago proves to be inaccurate, the client may seek compensation instead of exercising one of the aforementioned rights to the extent that Pago was liable for the defect in question.

5. Complaints in respect of manifest defects must be made to Pago without delay and in the case of other defects no later than within 8 working days of the date on which the defect comes to light – in every case in writing.

6. If a justified complaint which has been made in a timely manner exists, the client may enforce the rights explained above. More far-reaching claims of the client including more far-reaching claims for compensation (subject to section 7 below) cannot be considered unless Pago can be held liable at least for gross negligence. Liability for breach of contractual obligations in case of minor negligence exists only if substantial contractual obligations have been breached. In every case, liability is limited to the damage which could be foreseen and is typical of the contract at the time when the contract is closed. The provisions of Section 7 below remain unaffected.

7. Pago is liable in accordance with the statutory provisions for prejudice caused by injury to life, limb or health attributable to a negligent breach of obligations by Pago or by a deliberate or negligent breach of obligations by a statutory representative or servant of Pago. The same applies to other prejudice which is caused by a grossly negligent breach of obligations by Pago or by a deliberate or grossly negligent breach of obligations by a statutory representative or servant of Pago. However, in cases of gross negligence (S. 2) liability is limited to the foreseeable prejudice typical of the contract, unless one of the other aforementioned exceptional cases exists at the same time (S. 1).

8. The warranty period is 1 year beginning from the delivery or in the case of call orders or goods held in stock when the first delivery is made, provided the client stores the goods at a temperature of 18-28°C at a humidity level of 40-60%, protected from direct sunlight and preferably in the dark. If a delivery of previously used objects is agreed with the client in a particular case, any form of guarantee in respect of material defects is excluded.

VI. Documents and tools

Illustrations, drawings and other documents made available by Pago to its customers remain the property of Pago. To that extent all copyright continues to exist permanently. Tools remain the property of Pago, even if they have been paid for by the client, save where specifically agreed otherwise in the contract.

VII. Place of performance, applicable law and place of jurisdiction

1. The place of performance for all deliveries and services is the place of departure of the goods in every case and for payments by the client the registered office of Pago in Aichtal.

2. The law of the Federal Republic of Germany shall apply. If the client has his registered office abroad and if delivery is effected abroad, the UN Convention on contracts for the international purchase of goods (CISG) of 11.04.1980 shall apply in the first instance and subsidiarily German law in so far as the CISG does not contain appropriate provisions.

3. The place of jurisdiction over all disputes arising out of the contractual relationship between the client and Pago is Aichtal. This provision does not affect binding statutory provisions on exclusive places of jurisdiction.

VIII. Other matters

Should any provision of these general terms and conditions of business for deliveries and services be or become invalid that fact shall not affect the validity of the other provisions.

Pago Etikettiersysteme GmbH
October 2018