

GENERAL TERMS AND CONDITIONS (GTC)



I. Scope

1. These General Terms and Conditions (GTC) apply to all business relationship of Bischoff GmbH (hereinafter: "us/we") with our customers (hereinafter: "Buyer"). The GTC apply only if the Buyer is an entrepreneur (Section 14 German Civil Code (BGB)), a legal entity under public law or a special fund under public law.
2. The GTC apply in particular to contracts for the sale and/or the delivery of movable goods (hereinafter also: "goods"), irrespective of whether we manufacture the goods ourselves or purchase them from suppliers (Sections 433, 650 BGB). Different terms apply only if the GTC are amended or excluded with our express written consent. The GTC, in their respective valid version or, in any event, in the version most recently communicated to the Buyer in text form, shall also apply as a framework agreement to future contracts for the sale and/or the delivery of movable goods with the same Buyer, without us having to refer to them again in each individual case. This also applies even if their text is not resent to our contractual partner with our offer / quotation or our order confirmation.
3. Our GTC apply exclusively. General terms and conditions of our contractual partner or deviating provisions shall become part of the contract only if and to the extent that we have expressly agreed/confirmed their validity in writing. This requirement for consent applies in all cases, for example also if the Buyer refers to its GTC when placing the order and we do not expressly object to this, or if, in knowledge of differing conditions of our customer, we carry out the deliveries/services without reservation. The conclusion of the contract is exclusively in the German language.
4. Individual agreements made with the Buyer in a particular case (including side agreements, supplements and amendments) shall in any event take precedence over these GTC. A written contract or our written confirmation shall be decisive for the content of such agreements. Trade terms shall, in case of doubt, be construed in accordance with the Incoterms® issued by the International Chamber of Commerce (ICC) in Paris, in the version valid at the time of the conclusion of the contract.
5. Legally relevant declarations and notices to be made by the Buyer to us after the conclusion of the contract (e.g. setting of a deadline, notice of defects, declaration of withdrawal (from the contract) or reduction in price) require written form to be effective. Written form within the meaning of these GTC includes written and text form (e.g. letter, e-mail, fax). Statutory form requirements and further evidence, in particular in case of doubts as to the authority of the declarant, remain unaffected.
6. References to the applicability of statutory provisions are for clarification purposes. Even without such clarification, the statutory provisions shall therefore apply, insofar as they are not directly amended or expressly excluded in these GTC.

II. Offer / quotation, order, scope of delivery

1. Our offer / quotation are subject to change and non-binding. The prices stated in our offer / quotation apply on the condition that the order data on which the submission of the offer / quotation is based remain unchanged, but no longer than 2 weeks after receipt of the offer / quotation by the contractor. This also applies if we have provided the Buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, costings, references to DIN standards), other product descriptions or documents – also in electronic form – in respect of which we reserve ownership rights and copyright.
2. The order of the goods by the Buyer constitutes a binding contractual offer. In the case of orders with delivery to third parties, the ordering party shall be deemed the client / principal, unless another express agreement has been made. Unless otherwise stated in the order, we are entitled to accept this contractual offer within 4 weeks of its receipt by us.
3. Acceptance may be declared either in writing (e.g. by order confirmation) or by dispatch / delivery of the goods to the Buyer.
4. Orders must generally be placed in text form. Our liability is excluded for transmission errors as well as errors arising from illegibly written orders or from unclear descriptions in orders, is excluded.
5. Likewise, we shall not be liable for defects that are based on unclear/incorrect data transmission that lies outside our sphere of influence or within the Buyer's sphere of influence (e.g. disruptions during fax or e-mail transmission). Section X of these General Terms and Conditions (GTC) remains unaffected in this respect.
6. For all dimensions and other technical data stated by us, the tolerances that are permissible for the intended purpose shall apply; alternatively, the tolerances that are standard in the industry. For screen-printed products, we reserve the right to over-delivery or under-delivery of up to 10%; accordingly, the over-quantity or under-quantity shall be invoiced.
7. We are entitled to make partial delivery, insofar as this is reasonable for the Buyer and does not cause any substantial additional costs or disadvantages for the Buyer.

8. If the Buyer requires special confirmations or a declaration of conformity (e.g. mineral oil-free (declaration), California Proposition 65) that go beyond what is customary / nationally required by law, the Buyer must notify us of this prior to the conclusion of the contract, at the latest with the order confirmation, by express written notice. The Buyer is obliged to pay the additional costs / expenses associated with this – in particular, laboratory and labour/staff costs.

III. Delivery time, period, force majeure

1. The delivery period shall be agreed individually or stated by us upon acceptance of the order. If this is not the case, the delivery period shall be approx. 4 weeks from the conclusion of the contract. The period begins upon acceptance of the order by us, but not before the Buyer has provided all documents, permits and approvals to be procured by the Buyer. If a down payment has been agreed, the delivery period shall also only commence after receipt of the down payment. A delivery period or a delivery date shall be deemed complied with for sale by dispatch if the goods have left the works or have been handed over to the forwarding agent, the carrier or the person otherwise designated to execute the dispatch. In cases in which the goods cannot or should not be dispatched, the delivery period shall be deemed complied with upon notification of our readiness for delivery – i.e. the goods are ready for collection (by the buyer).
2. If we cannot meet binding delivery periods for reasons for which we are not responsible (unavailability of performance), we shall inform the Buyer thereof without undue delay and at the same time notify the Buyer of the expected new delivery period. If performance is also not possible/available within the new delivery period, we shall be entitled to withdrawal (from the contract) in whole or in part; we shall refund without undue delay any consideration already provided by the Buyer. A case of unavailability of performance in this sense includes, in particular, failure of timely self-supply by our supplier, provided that we have concluded a matching cover transaction, in the event of other disruptions in the supply chain, e.g. due to force majeure, or where we are not obliged to procure in the individual case. Our statutory rights of withdrawal and termination, as well as the statutory provisions on the handling of the contract in the event of an exclusion of the duty to perform (e.g. impossibility or unreasonableness (impracticability) of performance and/or subsequent performance), shall remain unaffected. The Buyer's rights of withdrawal and termination shall also remain unaffected.
3. Delivery periods shall be extended by the period during which the Buyer is in default with its obligations – within an ongoing business relationship also arising from other contracts – or fails to create the prerequisites for the commencement or continuation of the work, in particular if it does not provide required documents, plans or other specifications. The burden of proof that it has created the necessary prerequisites and provided the required documents, plans or specifications shall lie with the Buyer.
4. Call-off orders shall only be accepted with acceptance periods. The Buyer undertakes to call off the ordered goods within 9 months from the conclusion of the contract or from the first call-off option, unless otherwise agreed. The goods must be accepted in approximately equal monthly quantities. If the Buyer is in delay in acceptance, we shall be entitled to dispatch completed deliveries without further notice or to arrange storage. Upon dispatch or storage, the goods shall be deemed delivered and the risk shall pass to the Buyer. Any costs incurred, in particular storage and transport costs, shall be borne by the Buyer. In addition, we are entitled to set our customer a grace period for acceptance. If the grace period expires without result, we shall be entitled, upon cancellation of our delivery obligations, to withdraw (from the contract) or to claim damages in lieu of performance; however, this shall only apply with regard to the part of the contract not yet performed.
5. If the Buyer does not carry out a division/allocation of the goods incumbent upon it no later than within one month after expiry of the period agreed for the division/allocation, or, in the absence of such an agreement, not within one month after being requested by us, we may, at our discretion, divide/allocate and deliver the goods. Upon dispatch or storage, the goods shall be deemed delivered and the risk shall pass to the Buyer. Any costs incurred, in particular storage and transport costs, shall be borne by the Buyer. In addition, we are entitled to set our customer a grace period for the division/allocation, in conjunction with the threat that we will refuse the acceptance of the goods if the deadline expires without success. If the grace period then also expires without success, we shall be entitled, upon termination of our delivery obligation, to declare withdrawal or to claim damages in lieu of performance; however, this is limited to the unperformed part of the contract.
6. The occurrence of our delay in delivery shall be determined in accordance with statutory provisions. In any case, however, a reminder by the Buyer is required. If we are in delay with the delivery, we shall be liable only subject to the prerequisites and to the extent of Section X on damages; however, with the following additional provisions: If there is only slight negligence, the Buyer may demand lump-sum compensation for its delay damage. The lump sum shall amount to 0.5% of the net price (delivery value) for each full calendar week of delay, but in total no more than 5% of the delivery value of the goods delivered late. We reserve the right to provide evidence that the Buyer has suffered no damage or only significantly lower damage than the above lump sum.
7. The Buyer's rights pursuant to Section X of these General Terms and Conditions (GTC) and our statutory rights, in particular in the event of an exclusion of the duty of performance (e.g. due to impossibility or unreasonableness (impracticability) of performance and/or subsequent performance), shall remain unaffected.

IV. Dispatch, transfer of risk

1. Delivery is made ex works, which is also the place of performance for the delivery and any subsequent performance. At the request and expense of the Buyer, the goods shall be dispatched to another place of destination (sale by dispatch). Unless otherwise agreed, we shall be entitled to determine the type of dispatch (in particular carrier, shipping route, packaging) ourselves.
2. The risk of accidental loss and accidental deterioration of the goods shall pass at the latest upon handover to the Buyer. In the case of a sale by dispatch, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass already upon dispatch of the goods to the freight forwarder, the carrier or the other person or institution designated to carry out the dispatch. Insofar as an acceptance is agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall apply accordingly for an agreed acceptance. The handover or acceptance shall be deemed to have taken place if the Buyer is in delay in acceptance.
3. If the Buyer is in delay in acceptance, fails to perform an act of cooperation or our delivery is delayed for other reasons for which the Buyer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this, we shall charge lump-sum compensation in the amount of 1% of the net goods value per calendar week (beginning with the end of the delivery period or—if no delivery period has been agreed—with the notice of readiness for delivery of the goods) up to a maximum total of 5% of the net goods value. Proof of higher damage and our statutory claims (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; the lump sum shall be offset against further monetary claims. The Buyer remains entitled to prove that we have incurred no damage at all or only significantly lower damage than the above lump sum.
4. Dispatch abroad shall be made only against irrevocable letter of credit or payment in advance, unless expressly agreed otherwise. Delivery cash on delivery remains reserved.
5. If the Buyer informs us that it will collect the goods produced by us itself, such collection must take place without delay as soon as readiness for collection has been notified to the Buyer. Upon notification that the goods are made available for collection—at the latest after notification of the Buyer—the risk shall pass to the Buyer. Excluded from this is intentional or grossly negligent conduct on our part.
6. Insurance against transport damage shall be taken out only by express agreement and at the expense of the Buyer.
7. The return of defect-free goods without a statutory obligation shall be made exclusively as a gesture of goodwill and requires our prior express written consent. There is no entitlement to return. For the effort associated with the return, we shall charge a lump-sum handling fee amounting to 20% of the net goods value, but at least €25. The lump sum takes into account, among other things, administrative, inspection and restocking expenses. The Customer remains entitled to provide evidence that a lower effort has been incurred. Special productions and customer-specific productions are generally excluded from return. Statutory rights of the Buyer shall remain unaffected.

V. Prices and Packaging

1. Unless otherwise agreed in individual cases, our prices applicable at the time of the conclusion of the contract shall apply, ex works, plus statutory value added tax (VAT). For orders placed via our online shop, the prices specified there shall apply; limited-time special prices shall apply only for the validity period stated on the website, provided the order is placed within the offer period.
2. Insurance and other shipping costs are not part of the quotation price. In the case of sale by dispatch (IV(1)), the Buyer shall bear the transport costs ex works and the costs of any transport insurance requested by the Buyer. Unless we invoice the transport costs actually incurred in the individual case, a flat-rate shipping charge (excluding transport insurance) of €9.95 shall be deemed agreed. In the event of significant changes in market prices for these services, the contractual partner disadvantaged in each case shall be entitled to a corresponding adjustment of the flat rate. Any customs duties, fees, taxes and other public charges shall be borne by the Buyer. Where the German Packaging Act (Verpackungsgesetz) applies and we are obliged to take back transport and packaging material in accordance with the Packaging Act, the following modalities shall apply: The Buyer may return packaging at our premises during normal business hours after timely prior notification, unless another acceptance/collection point has been designated to it. The packaging may also be returned to us upon delivery, unless another acceptance/collection point has been designated to the Buyer. Packaging will be taken back only immediately after dispatch / delivery of the goods; in the case of subsequent deliveries, only after timely prior notice and provision. The cost of transporting the used packaging shall be borne by the Buyer. If a designated acceptance/collection point is further away than our premises, the Buyer shall bear only the transport costs that would arise for a distance up to our premises. The returned packaging must be clean, free of foreign substances and sorted by type of packaging. Otherwise, we shall be entitled to demand from the Buyer the additional costs arising from disposal.

3. The production of sample items or “zero series” is carried out at an individual price by agreement. Sketches, designs, trial typesetting, test prints, proof copies, modification of delivered/transmitted data and similar preparatory work initiated by the client / principal shall—unless already included in the offer / quotation or unless otherwise stated in the offer / quotation—be charged according to time and effort or the customary remuneration pursuant to Section 612(2) German Civil Code (BGB). The same applies to data transmissions. Subsequent changes initiated by the client / principal, including machine downtime caused thereby, shall be charged to the client / principal according to time and effort or the customary remuneration pursuant to Section 612(2) German Civil Code (BGB). Subsequent changes also include repetitions of test prints requested by the client / principal due to a minor deviation from the template.
4. For small orders up to a net goods value of €30.00, we charge an administrative surcharge of €5.00.

VI. Payment Terms

1. The purchase price is due and payable within 30 days from invoicing and delivery or acceptance of the goods, unless otherwise agreed in writing. No discount for early payment will be granted. We are also, within the framework of an ongoing business relationship, entitled at any time to carry out delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation. For contracts with a delivery value of more than €5,000.00, we are entitled to request a down payment of 50% of the purchase price. The down payment is due and payable within 30 days from invoicing, unless otherwise agreed in writing.
2. Credits by cheque shall be made with value date of the day on which we can dispose of the countervalue. Discount charges shall be calculated at the applicable bank rate.
3. Upon expiry of the above payment period, the Buyer shall be in default. During default, the purchase price shall bear interest at the applicable statutory default interest rate. We reserve the right to assert further damages caused by default. With respect to merchants, our claim to commercial maturity interest (Section 353 German Commercial Code (HGB)) remains unaffected.
4. If the Buyer fails to comply with our request for payment after the payment term has already been exceeded, we are entitled to cancel orders in progress, invoice the Buyer for the costs incurred to date, and to take back goods delivered subject to retention of title at the Buyer's expense. The possibility of a special agreement between us and the Buyer regarding extensions of payment terms remains unaffected.
5. If, after conclusion of the contract, it becomes apparent (e.g. by application for the opening of insolvency proceedings) that our claim to the purchase price is jeopardised by the Buyer's lack of ability to perform, we shall be entitled, in accordance with the statutory provisions, to refuse performance and—if applicable after setting of a deadline—to withdrawal (Section 321 German Civil Code (BGB)). In the case of contracts for the manufacture of non-fungible items (custom-made products), we may declare withdrawal immediately; the statutory provisions regarding the dispensability of setting of a deadline remain unaffected.
6. The Buyer shall only be entitled to rights of set-off or retention insofar as its claim has been finally adjudicated or is undisputed. In the event of defects in the delivery, the Buyer's counter-rights, in particular pursuant to Section IX para. 6 sentence 2 of these General Terms and Conditions (GTC), shall remain unaffected.

VII. Intellectual Property Rights

1. All illustrations, drawings, calculations, films, samples and models, plans and tools created by us and made available [cf. Section VIII item 6 of these General Terms and Conditions (GTC)] shall remain our property, regardless of whether they were paid for by the Buyer, unless expressly agreed otherwise in the contract. We shall likewise remain the holder of the industrial property rights and copyrights existing therein. The Buyer undertakes not to make such items accessible to third parties in any form without our express authorisation. For each culpable breach of the above obligation, the Buyer promises to pay us a contractual penalty in the amount of €5,000.00. Our right to claim compensation for actual damage incurred shall remain unaffected.
2. The Buyer warrants that drafts, plans and other execution specifications provided by the Buyer for the performance of an order do not infringe existing patents, licences, trademark rights or other industrial property rights, including copyrights, of third parties. We are not subject to any duty of inspection in this respect. In any event, the Buyer shall indemnify us, as between the parties, against all claims asserted against us by third parties due to any infringement of such rights. In addition, the Buyer shall bear all costs incurred by us as a result of third parties asserting the infringement of such rights and our defending ourselves against such claims.
3. Should results, solutions or techniques arise in the course of our development work that are protectable in any way, we alone shall be the holder of the property, copyright and usage rights resulting therefrom. We reserve the right to file the corresponding applications for protective rights in our own name and at our own expense.
4. The Buyer is obliged to respect patent rights, design rights, model rights and trademark rights relating to the products manufactured by us and may not remove any trademarks affixed to the products.

5. We are permitted to use products and goods manufactured for the Buyer for our own advertising and presentation purposes in any form of advertising and presentation [e.g. printing in catalogues], irrespective of the trademark, copyright and patent rights to which the Buyer is entitled in this respect, unless the Buyer expressly objects to such use by us when placing the order.

VIII. Retention of Title

1. Until full payment of all our present and future receivables arising from the purchase contract and an ongoing business relationship (secured receivables), we reserve title to the sold goods .
2. The goods subject to retention of title may neither be pledged to third parties nor transferred by way of security prior to full payment of the secured receivables. The Buyer must notify us immediately in writing if an application for the opening of insolvency proceedings is filed or if third parties levy execution (e.g. attachments) against the goods belonging to us. Any costs of interventions or their defence shall be borne by the Buyer. The Buyer is obliged to handle the goods subject to retention of title with due care, in particular to insure them adequately at its own expense against fire, water and theft damage at replacement value. The Buyer hereby already assigns to us all claims from the insurance in the event of damage to or loss of the goods subject to retention of title. We hereby accept the assignment.
3. In the event of the Buyer's breach of the contract, in particular non-payment of the due purchase price, we are entitled, in accordance with the statutory provisions, to withdrawal (from the contract) and/or to demand surrender of the goods on the basis of the retention of title. A demand for surrender does not simultaneously constitute a declaration of withdrawal (from the contract); rather, we are entitled merely to demand surrender of the goods and to reserve the right to withdrawal (from the contract) . If the Buyer does not pay the due purchase price, we may only assert these rights if we have previously set the Buyer an appropriate deadline for payment without success or if such setting of a deadline is dispensable under the statutory provisions.
4. The Buyer is authorised, until revocation pursuant to (c) below, to resell the goods subject to retention of title in the ordinary course of business and/or to process them further. In this case, the following provisions shall apply in addition.
5. The retention of title also extends to the products created by processing, mixing or combining our goods to their full value, with us being deemed the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their ownership rights remain, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the same shall apply to the resulting product as to the goods delivered subject to retention of title.
6. The Buyer hereby assigns to us, as security, in full, or in the amount of our potential co-ownership share pursuant to the above paragraph, the claims against third parties arising from the resale of the goods or the product. We accept the assignment. The obligations of the Buyer stated in para. 2 shall also apply with regard to the assigned claims.
7. The Buyer shall remain authorised to collect the claim in addition to us. We undertake not to collect the claim as long as the Buyer meets its payment obligations towards us, does not fall into default, no application for the opening of insolvency proceedings has been filed and there is no other deficiency in its ability to perform and we do not enforce the retention of title by exercising a right pursuant to para. 3. If this is the case, however, we may demand that the Buyer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and notifies the debtors (third parties) of the assignment. In addition, in this case we are entitled to revoke the Buyer's authorisation to further sell and process the goods subject to retention of title.
8. If the realisable value of the securities exceeds our claims by more than 10%, we shall, at the Buyer's request, release securities of our choice.
9. If our retention of title should lose its validity in the case of deliveries abroad or if we should lose ownership of the goods subject to retention of title for any other reason, the Buyer shall be obliged to provide us immediately with another security for our claims or another security that is effective under the law applicable at the Buyer's registered office and comes as close as possible to the retention of title under German law.
10. If special tools are required to carry out the order, we are and shall remain the owners of the tools manufactured by us or by a third party commissioned by us. If special tools are required for production, we may charge pro rata tool costs. These constitute part of the costs incurred for designs, tests, maintenance etc. The tools shall remain our property without compensation. By paying the stated cost shares, the ordering party does not acquire any entitlement to the tools. The pro rata tool costs are separately listed in the offer and in the order confirmation. They are due together with the purchase price without deduction pursuant to Section VI, item 1 of these General Terms and Conditions (GTC).

IX. Warranty, liability for defects, default

1. For the Buyer's rights in the event of defects in quality and defects in title (including incorrect delivery and short delivery as well as improper installation or defective installation instructions), the statutory provisions shall apply unless otherwise stipulated below. In all cases, the statutory special provisions for final delivery of the goods to a consumer (§§ 474 ff. BGB) and the Buyer's rights arising from separately issued guarantees, in particular those of the manufacturer, shall remain unaffected.

2. The basis of our liability for defects is primarily the agreement reached regarding the quality of the goods and the intended use of the goods (including accessories and instructions). All product descriptions and manufacturer's information that are the subject of the individual contract or were publicly announced by us (in particular in catalogues or on our internet homepage) at the time of the conclusion of the contract shall be deemed an agreement on the quality of the goods. If the quality was not agreed, it shall be assessed in accordance with the statutory provisions whether a defect exists or not (§ 434 para. 3 BGB). We assume no liability for public statements made by the manufacturer or other third parties (e.g. advertising claims).
3. For goods with digital elements or other digital content, we only owe a provision and, if applicable, an update of the digital content to the extent that this expressly results from an agreement on quality in accordance with para. 2. We shall not be liable in this respect for public statements made by the manufacturer and other third parties.
4. The Buyer's claims for defects require that it has complied with its statutory duties of inspection and notification of defects (Sections 377, 381 German Commercial Code (HGB)). In the case of building materials and other goods intended for installation or other further processing, an inspection must in any event be carried out immediately before processing. The Buyer shall, in any case, immediately inspect the goods for conformity with the contract and any pre- and intermediate certificates sent for correction. If a defect becomes apparent upon delivery, inspection or later, we must be notified thereof in writing without delay. Notification shall be deemed "without delay" if it is made within five days, whereby for the observance of the time limit the timely dispatch of the notice is sufficient. Irrespective of these duties of inspection and notification, the Buyer must notify obvious defects (including incorrect delivery and under-delivery) in writing within five days from delivery, whereby here too, for the observance of the time limit the timely dispatch of the notice is sufficient. If the Buyer fails to carry out the proper inspection and/or the notice of defects, our liability for the defect not notified is excluded. For goods intended for installation, attachment or installation, this shall also apply if the defect became apparent only after the corresponding processing as a result of the breach of one of these duties; in this case, the Buyer shall have no claims in particular for reimbursement of the corresponding costs ("removal and installation costs").
5. If the delivered item is defective, we may initially choose whether to provide subsequent performance by remedying the defect (repair) or by delivering a defect-free item (replacement delivery). If the type of subsequent performance chosen by us is unreasonable for the Buyer in the individual case, it may refuse it. Our right to refuse the chosen type of subsequent performance under the statutory requirements remains unaffected. The Buyer must grant us an appropriate deadline for subsequent performance of at least four weeks, whereby it remains reserved to us, in the individual case, to set an appropriate deadline of less than four weeks, provided that a deadline of at least four weeks for subsequent performance is unreasonable for the Buyer. In no case shall the deadline for subsequent performance begin to run before the time at which the Buyer has returned the defective goods to us, with the Buyer bearing the costs of the return shipment. In the event of our delay, the Buyer shall be entitled to compensation instead of performance only if it has also previously set us an appropriate deadline for delivery of at least four weeks (insofar as this was not unreasonable for it).
6. With regard to print and digital goods, the following applies:
7. Complaints that are based solely on the fact that the Buyer has not observed the instructions regarding the requirements for the print data cannot be raised. This applies in particular to printed matter based on RGB colours where the resolution is too low or where fonts have been used that are not embedded.
8. Minor colour deviations are not a defect. This also applies to colour deviations compared to an earlier order that was placed with us.
9. In the case of colour reproductions in all manufacturing processes, minor deviations from the original cannot be complained about. The same applies to the comparison between other templates (e.g., digital proofs, preprints) and the final product. In addition, liability for defects that do not impair, or only insignificantly impair, the value or fitness for use is excluded.
10. Defects in a part of the delivered goods do not entitle the Buyer to complain about the entire delivery, unless the partial delivery is of no interest to the Buyer.
11. For deviations in the condition of the material used, we shall only be liable up to the amount of the order value.
12. Supplies (including data carriers, transmitted data) by the Buyer or by a third party engaged by it are not subject to any duty of inspection on our part. This does not apply to obviously non-processable or illegible data. In the case of data transmissions, the Buyer must use protective programmes for computer viruses corresponding to the latest state of the art when sending data. Data backup is the sole responsibility of the Buyer. We are entitled to make a copy.
13. In commercial transactions, the trade customs of the printing industry apply; in particular, there is no obligation to hand over intermediate results such as intermediate certificates of data, lithos or printing plates that are created for the manufacture of the owed final product, unless a deviating order has been given.
14. Products to which the buyer is entitled, in particular data and data carriers, will only be archived by us beyond the time of delivery of the end product to the buyer or its vicarious agents upon express agreement and against special remuneration.
15. If the aforementioned items are to be insured, then, in the absence of an agreement, the Buyer must arrange this itself.
16. We are entitled to make the subsequent performance owed conditional upon the Buyer paying the due purchase price. However, the Buyer is entitled to withhold a part of the purchase price that is reasonable in proportion to the defect.

17. The Buyer shall give us the time and opportunity required for the subsequent performance owed, in particular to hand over the complained-of goods for inspection purposes. In urgent cases, e.g. where operational safety is endangered or to avert disproportionate damage, the Buyer has the right to remedy the defect itself and to demand reimbursement from us of the objectively necessary expenses. We must be notified of such self-remedy without undue delay, where possible in advance. The right of self-remedy does not exist if we would be entitled to refuse the corresponding subsequent performance under statutory provisions. In the event of replacement delivery, the Buyer must return the defective item to us in accordance with statutory provisions; however, the Buyer has no claim for return. Subsequent performance includes neither dismantling, removal or de-installation of the defective item nor fitting, attachment or installation of a defect-free item, if we were not originally obliged to perform these services; the Buyer's claims for reimbursement of corresponding costs ("removal and installation costs") remain unaffected.
18. We shall bear or reimburse the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as, where applicable, removal and installation costs, in accordance with the statutory provisions and these General Terms and Conditions (GTC), if a defect actually exists. If, however, the Buyer's request for remedy proves to be unjustified, we may require the Buyer to reimburse us for the costs incurred, if the Buyer knew or should have been able to recognise that in fact no defect exists.
19. If subsequent performance has failed or an appropriate deadline to be set by the Buyer for subsequent performance has expired unsuccessfully, or is dispensable under statutory provisions, the Buyer may, under statutory provisions, effect withdrawal (from the contract) from the contract of sale or make a reduction in price. In the case of a minor defect, however, there is no right of withdrawal (from the contract).
20. Claims of the Buyer for reimbursement of expenses pursuant to Section 445a(1) BGB are excluded, unless the last contract in the supply chain is a consumer goods sale (Sections 478, 474 BGB) or a consumer contract for the provision of digital products (Sections 445c sentence 2, 327(5), 327u BGB). Claims of the Buyer for damages or reimbursement of futile expenses (Section 284 BGB) exist only in accordance with the following provisions (Section X and XI) and are otherwise excluded.

X. Other liability

1. Unless otherwise provided in these General Terms and Conditions (GTC) including the following provisions, we shall be liable for breaches of contractual and non-contractual obligations in accordance with the relevant statutory provisions.
2. We are liable for damages — irrespective of the legal basis — in cases of intent and gross negligence. In cases of simple negligence we are liable, subject to statutory limitations of liability (e.g. care exercised in our own affairs; minor breaches of duty), only
 - a. for damages arising from injury to life, body or health,
 - b. for damages arising from breach of an essential contractual obligation (an obligation whose fulfilment makes proper performance of the contract possible in the first place and on compliance with which the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable damage typically occurring.
3. The limitations of liability resulting from paragraph 2 also apply vis-à-vis third parties and in the event of breaches of duty by persons (also in their favour) for whose fault we are responsible under statutory provisions. They do not apply insofar as we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods. The same applies to the Buyer's claims under the Product Liability Act.
4. In the event of a breach of duty that does not consist in a defect, the Buyer may only effect withdrawal (from the contract) or terminate if we are responsible for the breach of duty. A free right of termination for the Buyer (in particular pursuant to Sections 650, 648 BGB) is excluded. Otherwise, the statutory requirements and legal consequences apply.
5. Furthermore, we do not assume any warranty for defects or damage that have arisen for the following reasons, provided they are not attributable
6. to fault on our part (or on the part of our vicarious agents): Unsuitable or inappropriate use, faulty installation by the Buyer itself or by third parties, natural wear and tear, in particular also due to weather and natural influences, chemical, electro-chemical or electrical influences.

XI. Limitation period

1. By way of derogation from § 438(1) No. 3 BGB, the general limitation period for claims arising from defects in quality and title is one year from handover. Where acceptance is agreed, the limitation period begins upon acceptance.
2. Further special statutory provisions on limitation periods remain unaffected (in particular § 438(1) No. 1, (3), §§ 444, 445b, 479 BGB).

3. The above limitation periods under sales law also apply to the Buyer's contractual and non-contractual claims for damages that are based on a defect in the goods, unless applying the regular statutory limitation period (§§ 195, 199 BGB) would, in the individual case, lead to a shorter limitation period. The Buyer's claims for damages pursuant to Section X para. 2 sentence 1 and sentence 2[a] of these General Terms and Conditions (GTC), as well as claims under the Product Liability Act, become time-barred exclusively in accordance with the statutory limitation periods.

XII. Incorporation of the VOB/B

If the goods are an item which, in accordance with its customary use, has been used for a building and has caused its defectiveness, the provisions of the VOB/B shall be deemed agreed between the parties.

XIII. Data protection

Information on the processing of personal data and on the Buyer's rights can be found in our privacy policy at

<https://www.bischoff-group.com/datenschutz/>

XIV. Place of performance, place of jurisdiction, applicable law

4. For these General Terms and Conditions (GTC) and all legal/contract relationships between us and the Buyer, the law of the Federal Republic of Germany shall apply, to the exclusion of all international and supranational treaties and legal systems, in particular the UN Convention on Contracts for the International Sale of Goods (CISG). The prerequisites and effects of the retention of title pursuant to Section VIII of these General Terms and Conditions (GTC) shall, however, be governed by the law at the respective storage location of the item, insofar as the choice of law made in favour of German law is impermissible or ineffective under that law.
5. If the Buyer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, exclusive—also international—jurisdiction for all disputes arising directly or indirectly from the contractual relationships shall be our registered office in Muggensturm. The same shall apply if the Buyer is an entrepreneur (Section 14 German Civil Code (BGB)). However, we are also entitled to bring an action at the place of performance of the delivery obligation pursuant to these General Terms and Conditions (GTC) or a higher-ranking individual agreement, or at the general place of jurisdiction of the Buyer. Mandatory statutory provisions, in particular on exclusive jurisdictions, remain unaffected.
6. Should any provision in these terms and conditions be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected thereby.

Bischoff GmbH, version: August 2025