

General Terms and Conditions of Ulrich Etiketten Ges.m.b.H

I. Scope of the General Terms and Conditions

These general terms and conditions apply for all contracts between Ulrich Etiketten and its customer, unless something else has been agreed upon in written form.

II. Prices

1. The prices in the Ulrich Etiketten's offer are valid under the condition that the fact underlying the offer remain unchanged, however no longer than for four (4) months after the offer has been made. In case of orders involving delivery to third parties, the customer shall be deemed to be the principal customer, unless expressly agreed otherwise. The prices of Ulrich Etiketten do not include VAT. The prices of Ulrich Etiketten are valid ex works. They do not include freight, postage, insurance and other shipping costs.
2. Subsequent changes at the instigation of the customer, including the resulting machine downtime, shall be charged to the customer. Subsequent changes shall include repetitions of test proofs requested by the customer.
3. Sketches, drafts, test of typesetting, test prints, galley proofs, change to supplied/transferred data and similar preparatory work initiated by the customer will be charged.

III. Conditions of payment and delay in payment

1. If no discount has been agreed, payment must be made immediately upon receipt of the invoice without any deduction. Any discount agreement does not apply to freight, postage, insurance or other shipping costs. The invoice shall be issued on the date of delivery, partial delivery or readiness for delivery (collectable debt, default of acceptance). Exchanges shall only be accepted by special agreement and on account of payment without discount. Interest and charges shall be borne by the customer. They are to be paid immediately by the customer. Ulrich Etiketten shall not be liable for the timely presentation, protesting, notification and return of the bill of exchange in the event of dishonor, unless he or his vicarious agents are guilty of intent or gross negligence.
2. In the case of extraordinary advance performances, an appropriate advance payment may be required.
3. The customer can only offset with an undisputed or legally established claim or exercise a right of retention.
4. If it becomes apparent to Ulrich Etiketten that the fulfillment of the payment claim is jeopardized due to the customer's lack of financial capacity, Ulrich Etiketten may demand advance payment, withhold undelivered goods and cease further work. These rights also apply, if the customer is in default of payment for deliveries based on the same legal relationship.
5. In the event of default in payment, default interest of 6% above the base rate of the European Central Bank is to be paid. The assertion of further default damages is not excluded by this.

IV. Delivery

1. Place of performance is Ulrich Etiketten's business address unless another location has been agreed upon in writing.
2. If the goods are to be shipped, the risk passes to the customer as soon as the consignment is handed over to the person carrying out the transport.
3. Dates of delivery are binding only in so far as they have been explicitly confirmed by Ulrich Etiketten. If the contract has been concluded in writing, the confirmation of the delivery date must be also confirmed in writing.
4. Ulrich Etiketten shall have a right of retention to the artwork and stamps, manuscripts, raw materials and other items supplied by the customer until all due claims arising from the business relationship have been settled in full.

V. Retention of title

The delivered goods shall remain the property of Ulrich Etiketten until full payment of all claims of Ulrich Etiketten against the customer.

VI. Complaints/Warranties

1. The customer must in any case immediately check if the goods as well as the preliminary and intermediate products sent for correction are in accordance with the contract. The risk of any errors shall pass to the customer with the declaration of readiness for printing/declaration of readiness for production, insofar as these are not errors that only arose or could on be recognized in the production process following the declaration of readiness for printing/production. The same applies to all other release declarations of the customer.
2. Obvious defects must be reported in writing within 5 business days of receipt of the goods, hidden defects within 5 business days; otherwise, the warranty claim is excluded.
3. Minor deviations in quality and quantity (tolerances customary in the industry) shall be deemed to be in accordance with the contract.
4. In the case of justified complaints, Ulrich Etiketten is initially obliged and entitled, at their discretion, to rectify and/or replace the goods. If Ulrich Etiketten fails to meet this obligation within a reasonable period or if the rectification fails despite repeated attempts, the customer may demand a reduction of the price (reduction) or cancellation of the contract (withdrawal).
5. Defects in part of the delivered goods shall not entitle the customer to complain about the entire delivery, unless the partial delivery is of no interest to the customer.
6. In the case of color reproductions in all production processes, minor deviations from the original cannot be objected to. The same applies to the comparison between other originals (e.g. digital proofs, press proofs) and the final product. Furthermore, liability for defects that do not or only insignificantly impair the value or usability is excluded.
7. Ulrich Etiketten shall only be liable for deviations in the quality of the material used up to the amount of the order value.
8. Deliveries (including data carriers, transferred data) by the customer or by a third party engaged by the customer are not subject to any obligation to check on the part of Ulrich Etiketten. This does not apply to data that is obviously unprocessable or unreadable. In the case of data transmissions, the customer shall use state-of-the-art protection programs for computer viruses prior to transmission. Data backup is the sole responsibility of the customer. Ulrich Etiketten is authorized to make a copy.

9. Excess or short deliveries of up to 10% of the ordered quantity cannot be objected to. The quantity delivered shall be invoiced unless otherwise agreed in writing.
10. Complaints will only be recognized if the closure labels on the affected rolls have been removed. This serves the purpose of traceability.
11. Goods that are the subject of a complaint must be kept and returned on request. Goods that were destroyed, before the possibility of inspection by Ulrich Etiketten existed, cannot be recognized as a complaint.

VII. Liability

1. Ulrich Etiketten shall not be liable for damage caused by slight negligence.
2. Ulrich Etiketten shall not be liable for direct and/or indirect consequential damage caused by defective Ulrich Etiketten products.
3. Ulrich Etiketten shall not be liable for loss of profit.
4. Ulrich Etiketten shall be liable only up to a maximum of the order value.
5. Ulrich Etiketten shall not be liable in the event of "force majeure": Ulrich Etiketten shall not be liable for a failure to perform or inadequate performance, if this was caused by a circumstance beyond the reasonable control of the party, e.g. natural disasters, acts of war or terrorism, riots, strike, official measures or internet disruptions. Ulrich Etiketten is furthermore not liable for a failure to perform or inadequate performance if this is due to events that led to a significant impediment in the manufacturing process of the products to be manufactured by Ulrich Etiketten, such as a significant shortage of primary products, raw materials, spare parts or energy, or events that are beyond the reasonable control of Ulrich Etiketten, that led to a significant restriction, obstruction or delay of the delivery of the products.

VIII. Statute of limitation

Claims of the customer for warranty and damages (Sections VI) shall become time-barred one year after delivery of the goods. This shall not apply if Ulrich Etiketten has acted fraudulently.

IX. Trade usage

In commercial transactions, the commercial practices of the printing industry shall apply (e.g. no obligation to surrender intermediate products such as data, lithographs or printing plates that are created to produce the final product owed), unless a different order has been placed.

X. Archiving

Products to which the customer is entitled, in particular data and data carriers, shall only be archived by Ulrich Etiketten beyond the time of handover of the end product to the customer or its vicarious agents by express agreement and against special remuneration. If the above-mentioned items are to be insured, this must be arranged by the customer himself in the absence of an agreement. Printing moulds and die-cuts shall be stored for 5 years.

XI. Periodic work

Contracts for regularly recurring work can be cancelled with a notice period of at least 3 months to the end of a month.

XII. Industrial property rights/copyright

The customer shall be solely liable if the rights of third parties, in particular copyrights, are infringed by the execution of its order. The customer shall indemnify Ulrich Etiketten against all third-party claims arising from such an infringement.

XII. Place of fulfilment, jurisdiction, applicable law

1. Place of fulfilment shall be Ulrich Etiketten's registered office.
2. The contractual relationship shall be governed by Austrian law.
3. Jurisdiction for all disputes arising from the contractual relationship between Ulrich Etiketten and its customer shall be the competent court for the business place of Ulrich Etiketten.
4. If the customer's registered office is not within the European Union (EU) or is not within a State that is member to the Lugano Convention (Convention on Jurisdiction and the recognition and enforcement of judgments in civil and commercial matters) or not in Lichtenstein, all disputes shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with the said Rules; the place of arbitration shall be Vienna.
5. The invalidity of one or more provisions shall not affect the validity of the remaining provisions.

As of 08/2024