

General Conditions of Purchasing by Antalis Verpackungen GmbH



Applicable to business transactions with entrepreneurs, legal entities in public law and special funds subject to public law

I. Scope of application

1. The following conditions apply to all contracts concluded between Antalis Verpackungen and sellers for the supply of goods. They also apply to all future business transactions, even if they are not explicitly agreed again. Deviating conditions of sellers, which Antalis Verpackungen does not explicitly agree in writing, are non-binding, even where no explicit objection to them is raised. These conditions also apply where Antalis Verpackungen accepts the seller's delivery without reservation in the knowledge of contradicting or deviating conditions of the seller.
2. All agreements concluded between Antalis Verpackungen and the seller in connection with the purchase contracts are recorded in writing in the purchase agreements, these conditions and the purchaser's offers.

II. Offers, contract conclusion, samples

1. Antalis Verpackungen is bound to its offer to conclude a purchase agreement (order) for 14 days. The seller can only accept the offer by means of a written declaration made to Antalis Verpackungen within these 14 days.
2. Samples and other documents belonging to the order remain the property of Antalis Verpackungen, which reserves all copyrights. Where the seller does not accept the offers within the grace period stated in Para. 1, these documents must be returned to Antalis Verpackungen immediately.

III. Payments

1. The price stated by Antalis Verpackungen in the order is binding and delivery is carriage free, insofar as nothing to the contrary is agreed in writing between the parties. The packing costs are included in the price. The price includes the relevant applicable VAT. All seller's invoices must bear the order number allocated by Antalis Verpackungen.
2. Insofar as no deviating written agreement has been concluded with the seller, Antalis Verpackungen pays within 30 working days calculated from the delivery of the goods by the seller and receipt of invoice less 3 % discount or net within 60 days.
3. Antalis Verpackungen is fully entitled to the legal offset and retention rights. Antalis Verpackungen is entitled to assign all claims resulting from the purchase contract without the consent of the seller. The seller is not entitled to assign claims resulting from the contractual relationship to third parties without the prior written consent of Antalis Verpackungen.

IV. Delivery time

1. The delivery time or the delivery date stated by Antalis Verpackungen in its order is binding upon the seller.
2. Should the seller be in delay, Antalis Verpackungen is entitled to pursue its legal rights. Where Antalis Verpackungen raises claims for damage, the seller is entitled to provide evidence, that he is not responsible for the violation of obligations.

V. Warranty/liability

1. Antalis Verpackungen is obliged to examine the goods for quality and quantity deviations within an appropriate period after delivery by the seller. Complaints concerning clearly discernable defects have been sent in good time where these have been sent by Antalis Verpackungen within three working days after the delivery of the goods and are subsequently received by the seller; complaints concerning defects which only become discernable after proper investigation have been sent in good time where Antalis Verpackungen sends these within two weeks after delivery and are subsequently received by the seller.
2. Antalis Verpackungen is entitled to raise its statutory claims for defects against the seller and the seller is liable to the purchaser within the statutory scope. In case of a danger to operational safety, Antalis Verpackungen is entitled to rectify the defects itself at the cost of the seller. The legal grace period for raising warranty claims applies. This grace period can only be shortened by means of an explicit written declaration from Antalis Verpackungen.

VI. Dimensions, weights, delivery quantities

The DIN standards apply for compliance purposes. Furthermore, we state the dimensions and weights in orders and confirmations of order to the best of our knowledge. The maximum deviation of delivery quantities from the order must lie within the relevant quantity tolerances for the respective goods group and thus do not constitute a defect in the sense of § 434 BGB (German Civil Code) (e.g. for paper and cardboard, in accordance with the German General Conditions of Sale for paper and cardboard manufacturers – AVB der Papier + Pappehersteller).

VII. Seller's liability/insurance cover

1. Where a claim for damage is raised against Antalis Verpackungen by a third party due to a production defect, for which the seller is responsible, the seller must release Antalis Verpackungen at first request from all claims from third parties including the necessary costs for countering such claims, if the seller has initiated the cause within his own sphere of control and organisation.
2. Should Antalis Verpackungen have to implement recall measures in the sense of Para.1 due to a case of damage, the seller is obliged to reimburse Antalis Verpackungen for all costs incurred as a result of, or in connection with, the recall measures carried out. Insofar as it is possible and reasonable in terms of time, Antalis Verpackungen will inform the seller about the content and scope of the recall measures and give him the opportunity to comment. Further statutory claims by Antalis Verpackungen remain unaffected by this.
3. The seller is obliged to take out and maintain product liability insurance for a cover value appropriate to the goods amounting to of at least EUR 3,000,000,- per case of personal injury/ material damage (the specification of the cover value is dependent on the respective product and must be determined individually). Further statutory claims by Antalis Verpackungen remain unaffected by this.
4. Where a claim is raised against Antalis Verpackungen because the seller's supply violates a third party's statutory protection rights, the seller is obliged to release Antalis Verpackungen upon first request from such claims including all necessary costs incurred by Antalis Verpackungen in connection with the claim by third parties and its rejection. Without the written consent of the seller, Antalis Verpackungen is not entitled to recognise the claims of third parties and/or enter into agreements with third parties in relation to these claims. The grace period for raising such claims for release is three years calculated from the time of gaining knowledge of a third party's claim, however at the latest 10 years after the delivery of the goods.

VIII. Final provisions

1. Antalis Verpackungen is entitled to store, process and transfer data concerning goods and payment transactions with the seller. All personal and company related data are fundamentally treated as confidential. The data necessary for processing business transactions are stored and are possibly also passed on to associated companies within the scope of order processing.
2. German law shall apply to the contractual relationship between the seller and Antalis Verpackungen. UN purchasing law shall not apply.
3. The court of jurisdiction for all disputes arising from the contract is agreed to be Stuttgart (for district court proceedings, the district court in 70190 Stuttgart), insofar as the seller is a registered entrepreneur, a legal entity in public law or a special fund subject to public law. The same applies to bill of exchange and cheque obligations and claims for damage of any kind. However, Antalis Verpackungen is entitled to raise a legal action at the seller's headquarters.
4. Should individual provisions of the General Conditions of Purchasing be or become invalid, the remaining provisions shall not lose their validity as a consequence.

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