

General conditions of business of Yamaton Paper GmbH

1. Scope of application

The following terms and conditions of business and delivery are the contractual part of all contracts between Yamaton Paper GmbH and the purchaser, insofar as this entrepreneur is within the meaning of § 14 BGB (German Civil Code) or legal person of public law or public special fund. They shall also apply in particular to future and verbal agreements. Deviating provisions, in particular terms of purchase of the purchaser, shall only be a contractual part if this has been expressly agreed in writing.

2. Quotation and order placement

Quotation by Yamaton Paper GmbH are non-binding in all respects and are merely a solicitation to submit an offer. If Yamaton Paper GmbH don't confirmed such an offer, this silence shall not be considered as acceptance. Declarations of acceptance and all orders are legally valid for our written or fax-written confirmation. The same applies to annexes, amendments and parallel agreements. Verbal ancillary agreements and assurances are ineffective.

3. Prices

Yamaton Paper GmbH adheres to the prices quoted in the written offer plus VAT and validity. Additional deliveries and services will be charged separately. Fixed prices, especially in the case of framework contracts, require an explicit written agreement. The bullish and bearish clause applies in principle. Conditions of the purchaser are only accepted after written confirmation. Prices are subject to change without notice FCA Rostock including normal packaging.

4. Delivery

Agreed delivery dates are not binding, unless the written order confirmation expressly stipulates otherwise. If a delivery period is bindingly agreed, this period is extended appropriately in the event of force majeure (traffic congestion and handicaps, lack of transport, strikes, etc.). If a non-binding delivery period is exceeded by more than 4 weeks, the purchaser shall be entitled to withdraw from the contract in accordance with § 323 BGB after the expiry of a reasonable period of grace of 14 days set out in writing by means of an encumbrance. Parallel to this, any claims for damages of the purchaser pursuant to §§ 325, 281, 280 BGB are excluded in all cases. This does not apply to liability, for damages resulting from injury to life, body or health, insofar as they result from a negligent breach of duty on the part of the user or a deliberate or negligent breach of duty by a legal representative or vicarious agent of the user. Furthermore, this does not apply if there is liability for other damages which result from a grossly negligent breach of duty on the part of the user or a deliberate or grossly negligent breach of duty by a legal representative or vicarious agent of the user.

In case of delivery condition FCA Rostock the purchaser undertakes to collect the goods within 2 days after confirmed delivery date (see order confirmation). If the acceptance is delayed or does not occur due to circumstances which are not attributable to Yamaton Paper GmbH, the risk shall pass to the purchaser from the 3rd day after the confirmed delivery date (see order confirmation). Storage costs after transfer of risk are borne by the purchaser. When stored by Yamaton Paper GmbH, the daily storage costs are 2.50 € per m³ (length in m x width in m x height in m x number of pallets) of the goods to be stored. For example: 3 pal. with the dimensions of 5,00m x 1,21m x 1,20m = 21,78m³ x 2,50 € = 54,45 € per day. The assertion and proof of higher or lower storage costs are reserved.

For each delivery of palletized goods (on exchangeable Euro type pallets), the goods recipient shall return the goods in the same type and quality as the goods received. Yamaton Paper GmbH has a pallet account for the purchaser through the pallets owned by him or her through the service provider of Yamaton Paper GmbH. On request, the buyer will receive an extract of this pallet account. If a pallet exchange does not occur on delivery, Yamaton Paper GmbH reserves the right to charge the balance after a period of 4 weeks. The purchaser shall bear the resulting costs for the balance of the balance.

5. Complaints

The delivered goods shall be inspected immediately by the purchaser as far as is reasonably practicable, and if a defect shows, this must be reported to Yamaton Paper GmbH immediately in writing - at the latest within 8 working days. The provisions of § 377 HGB (German Commercial Code) apply. In the event of a justified complaint, Yamaton Paper GmbH may, at its discretion, either remedy the defect by way of supplementary performance or deliver defect-free replacement. It is only when this supplementary performance has repeatedly failed that the purchaser - insofar as this is not an insignificant defect - is entitled to exercise any rights such as withdrawal, reduction and compensation instead of performance. The claims of the purchaser due to material and / or legal deficiencies become statute barred in 12 months, starting from danger transfer. This does not apply if the limitation period cannot be shortened due to statutory provisions or settled case law for certain claims.

In the absence of a different agreement Yamaton Paper GmbH is obliged to deliver products of average type and quality. These are natural products that can contract or expand. Yamaton Paper GmbH assumes no liability for any customary and technically unavoidable deviations in quality and design (commercial use). The assessment of the customary practice and / or the technical avoidability is carried out in the case of disputes by an expert to be appointed by the President of the Chamber of Industry and Commerce at Yamaton Paper GmbH. Yamaton Paper GmbH is only liable for the special properties of a product with regard to its suitability for a particular application. Public statements, promotions or advertising announcements do not constitute contractual characteristics. Guarantees in the case require an explicit written declaration from Yamaton Paper GmbH.

The following deviations / tolerances which are customary in the industry are hereby agreed:

Honeycomb: Length min. +/- 3 mm max. 1%
Height +/- 1mm
Angle cut: +/- 3mm to 1000 mm

Edge protection: according to EN 13393
Angular degree tolerance at 90 °: +/- 10 °
Angle length up to 500 mm: +/- 5 mm
Angled length up to 2500 mm: +/- 10 mm
Angled length exceeding 2500 mm: +/- 20 mm
Thickness of 1.5 to 2.0 mm +0.4 / -0.3 mm
Thickness exceeding 2.0 mm: +0.4 / -0.4 mm
Width tolerance: +/- 3 mm (external dimension)

As well as partial deliveries, taking account of the contractual interests at the purchaser's end, in the extent acceptable to the purchaser:

- for quantities up to 500 m², a tolerance of +/- 10%
- for quantities up to 750 m² a tolerance of +/- 5%
- for quantities up to 1000 m² a tolerance of +/- 2%

6. Payment

The agreed price plus the applicable VAT is due upon receipt of the goods or according to individual payment purpose. Payment due dates are stated on all invoices issued. Arbitrary cash discounts are not recognized. A payment is only deemed to have taken place if the Yamaton Paper GmbH can dispose of the amount. In the case of checks, payment shall be deemed to have taken place when the check is cleared. Payment is delayed 14 days after the expiry of the payment period. The purchaser undertakes to settle the remaining fees in the amount of EUR 5.00 per dunning procedure. During the period of delay, the purchaser shall bear interest on the debt of 8% above the base interest rate in accordance with § 247 BGB. The assertion of a higher damage caused by default remains reserved. If the purchaser is in default with the payment, Yamaton Paper GmbH is not obliged to make any further delivery to the purchaser until the agreed invoice amounts have been paid, including default interest, and may, at his own discretion, terminate contracts already concluded or claim damages instead of the service. If the purchaser has not made payment within 10 days after receipt of a justified reminder. A set-off with the purchaser's claims is only permissible if these have been acknowledged by Yamaton Paper GmbH in writing or legally established.

The terms of payment for suppliers are as follows: 21 days 2% cash discount, 30 days net for payment in each case mid-month or month-end.

7. Property reservation

The goods supplied by Yamaton Paper GmbH remain the property of Yamaton Paper GmbH until all current claims against the purchaser as well as the future ones, as far as they are related to the delivered goods, are fulfilled. The purchaser is entitled to resell the goods (reserved goods) owned by Yamaton Paper GmbH in the ordinary course of business. However, he already assigns all receivables from this resale to Yamaton Paper GmbH, whether the reserved goods are sold without or after processing, or whether they are connected with a property or with movable property or not. If the reserved goods are resold by processing or together with other goods which are not owned by Yamaton Paper GmbH, or if they are connected to a plot of land or movable property, the purchaser's claim against his customers shall be equal to the amount paid between the purchaser and Yamaton Paper GmbH agreed delivery price for the reserved goods as assigned. The purchaser is also authorized to collect these claims after the assignment. The power of Yamaton Paper GmbH to collect the claim itself remains unaffected.

However, Yamaton Paper GmbH undertakes not to do so as long as the purchaser duly fulfills its payment obligations. If the purchaser exercises the right of consumption, Yamaton Paper GmbH shall be entitled to the collected proceeds in the amount of the agreed price between the buyer and Yamaton Paper GmbH for the reserved goods.

If the goods owned by Yamaton Paper GmbH are processed with other objects, Yamaton Paper GmbH acquires the co-ownership of the new item in proportion to the value of the goods to be traded at the value of the other processed items at the time of processing.

The purchaser will keep the new item free of charge with Yamaton Paper GmbH.

Processing or transformation of the reserved goods are made for Yamaton Paper GmbH as manufacturer according to § 950 BGB, without obliging Yamaton Paper GmbH.

8. Confidentiality

The purchaser guarantees that all information which is or is considered "confidential" and / or "copy right protected" by Yamaton Paper GmbH or usually in the course of business, such as information about products, customers, business transactions, finances and business relations with third parties, the express prior written consent of Yamaton Paper GmbH to third parties. This does not apply to information that was already apparent at the date of signature of this agreement or during the term of the agreement. As well as for information which the purchaser already knew without restriction regarding its use prior to notification by Yamaton Paper GmbH or which the buyer had already known exclusively on the basis of his own independent work performance or had already received third parties without restriction regarding their use. The purchaser undertakes to oblige its employees, who have access to information which is confidential in the sense of this agreement, to maintain secrecy and to adequately monitor compliance with this obligation. The purchaser will not use any names, trademarks or trade names of Yamaton Paper GmbH (whether registered or not) without the expressed prior written consent of Yamaton Paper GmbH.

Yamaton Paper GmbH is entitled to use the customer name exclusively for reference purposes.

9. Applicable law, jurisdiction, non-partisan

German law applies. The provisions of the Vienna UN Convention of 11. April 1980 on contracts for the international sale of goods (UN purchase law) do not apply. If the purchaser is an authorized purchaser within the meaning of the Commercial code or if the purchaser has no domicile in Germany, Rostock is the exclusive court for all disputes arising from the contractual relationship. Should a provision of the contract or these terms be or become invalid, this shall not affect the validity of the remaining provisions. The whole or partly ineffective regulation is replaced by the effective regulation, the economic success of which comes closest to the invalid regulation.