

This is an English translation of the original German version of the General Terms and Conditions of Casslam Cass Laminierungs-GmbH, Dormagen. This translation serves solely for your information and is not legally binding. Please note that only the German version is legally binding.

General Terms and Conditions of Casslam Cass Laminierungs-GmbH, Dormagen

Preamble

Casslam Cass Laminierungs-GmbH, Rostocker Str. 14, 41540 Dormagen, hereafter referred as "Casslam", operates a business which offers chargeable services in the laminating field.

1. General Conditions

1. The following conditions (referred to as "T+C") regulate the provision of services offered by Casslam. Casslam provides services exclusively on the basis of these conditions. Differing conditions are hereby expressly rejected. The placing of an order is considered as acceptance of these terms and conditions.
2. In the event that the provisions of various contractual components contradict each other, the provisions apply in the following order: individual contractual provisions, these general terms and conditions, legal regulations.

2. Prices

1. The invoice amount has to be paid into the account specified on the invoice.
2. Invoices for labour are due immediately and without deduction.

Other invoices are due on the tenth day after invoicing with 2% discount, or within 20 days after invoicing. After this time the customer will go into arrears without a warning notice.

3. Casslam will apply a minimum quantity surcharge of €9.70 for any net goods value of less than €25.00 or net service contribution of less than €50.00 per sheet format and implementation.
4. The customer has a right to compensation only if its counterclaim has been legally established or recognised by Casslam.
5. A customer's right of retention is not permitted, unless it is based on the same legal conditions as any claim of Casslam.
6. In the case of verified changes to wages and costs within the telecommunications and IT sectors, Casslam reserves the right to increase or decrease the portion of the agreed prices affected by these changes within actual cost changes. These changes will come into effect on the first day of the month following receipt of a change notification by the customer.
7. Quotations by Casslam are non-binding. Verbal side agreements are valid only if confirmed in writing by Casslam.
8. Price quotations are given in Euros and are prices plus VAT.

3. Delivery

1. Delivery dates/delivery deadlines are binding only when confirmed in writing by Casslam and the customer has provided Casslam with all of the necessary data, templates, approvals etc. for the fulfilment of the order at the agreed time.

2. The customer has the right only once 5 working days have elapsed after a binding agreed delivery date to set an automatic extension with a threat of refusal in accordance with § 326 BGB.
3. Should the customer be exposed to damage claims by a third party due to delays in the processing of the order by Casslam, Casslam shall be liable only insofar as it can be accused of gross negligence or intent in respect of the delays.
4. In the event that Casslam delays its order fulfilment or is unable to supply the order, any claim by the customer for damages for non-fulfilment due to ordinary negligence by Casslam will be limited to a maximum of 10% of the agreed manufacturing price.

4. Shipping

1. If it has been agreed that the customer will collect, the handover of originals and products will be done without checking the authorisation of the collector against the optional confirmation of receipt issued when ordering. Claims that products have been handed over to someone not authorised cannot be attributed to any ordinary negligence on behalf of Casslam. The same applies when collection by the customer has been agreed and the customer has not shown the confirmation of receipt.
2. Otherwise all deliveries are made at the cost and risk of the customer either by post or, in the absence of any other written agreement, by a Casslam representative or its own delivery staff and Casslam accepts no responsibility for minor negligence. There is no insurance protection for loss during transit or similar, the customer carries the entire risk during transportation.

When sending products, the packaging costs (costs for packing materials, packing time etc.) are calculated separately.

5. Guarantee

1. Even when great care has been taken in the execution of an order, any possible changes to the quality are accepted by the customer as proper fulfilment. Changes to the colour and tone of original and template products, caused by materials, do not give the customer the right to complain. Over time and with the influence of light, warmth, chemicals etc., the end product may change. Such changes do not entitle the customer to compensation.
2. Complaints about obvious faults can only be considered if they are made in writing within 8 days of delivery. If the product is faulty, Casslam will provide a replacement or correct the fault. Multiple replacements/corrections are permissible. If the second replacement/correction is faulty, the customer can demand a reduction in the purchase price or cancellation of the contract.

6. Retention of Title

All delivered products remain the property of Casslam until the completion of all claims Casslam has against the customer. In the event the goods have been resold or transferred to a third party, any claims the customer has against that third party are transferred to Casslam.

7. Liability

1. Casslam is liable for damage caused by faults in the guaranteed quality of our goods, or for damage caused intentionally or by gross negligence of Casslam. Casslam does not accept any responsibility for damage caused by minor negligence. Casslam will however make good typical and foreseeable direct losses caused by a slightly negligent breach of essential contractual obligations. Direct losses do not include (and are not limited to): loss of earnings, business interruption, loss of programmes or data, loss of use, loss of transactions or missed opportunities etc.
2. Casslam's potential liability for malicious concealment of a defect remains unaffected.
3. Casslam is not liable for the service provided by any third party based on this party's own contractual relationship with the customer. Likewise, Casslam has no liability to further users of Casslam services, whether authorised or unauthorised, as there is no contract with them, nor do they come within the scope of Casslam's contract with the customer.
4. Casslam is liable for data loss equal to the recovery damage incurred typically with regular and risk-appropriate creation at least once a day of back-up copies.
5. Casslam uses modern encryption processes for internet traffic and points out that it is impossible to completely guarantee that data will not be intercepted or recorded by a third party. Casslam accepts no liability for damages caused by unauthorised interception and/or recording of data (eg. emails), unless there was intent or gross negligence on the part of Casslam.
6. Casslam shall not be liable for any data and information uploaded, stored or otherwise made available by customers or other users, nor for their completeness, accuracy, validity and legality, or for the absence of third party rights. The customer undertakes to indemnify Casslam from claims of any kind from third parties arising from illegal, incorrect or incomplete data given to Casslam by the customer or from other improper use. The indemnity obligation also includes legal defence costs such as court costs and lawyers' fees.
7. The provisions of the Product Liability Act remain unaffected.
8. No liability is accepted for originals and templates which are not collected within three months after order completion.
9. Compensation claims against Casslam expire after two years, for companies one year after receipt of goods.

8 . Processing of Electronic Data

1. Before the acceptance of an order, the format in which data is to be delivered is to be clarified unequivocally. Casslam provides data sheets online which give information about the technical requirements for electronic data. In the event that Casslam has to process a data format where deviations may occur during the necessary electronic conversion to a format processed by Casslam, a separate agreement must be made. The processing basis are the data records as received by Casslam from the customer or an appointed third party for the output (printer, plotter, digital copier). There is no obligation on Casslam to check these records. Casslam does not assume any liability for errors in the end product caused by defective supplied data. This is also the case, when Casslam has forwarded the processing result onto a third party at the request of the customer. If Casslam detects an obvious defect, Casslam will inform the customer. If Casslam has to remedy the defect, the customer will be invoiced for the additional processing time.

2. The customer acknowledges that an email instruction is fully legally binding, i.e. to be treated in the same way as if it were handwritten on the spot, posted or faxed.
3. The customer acknowledges that the data records they supply are duplicates of the original data records and the originals are in the customer's possession. The duty to back up data is the sole responsibility of the customer. Casslam is also entitled to make a copy. The liability for loss or damage to the data carrier provided by the customer is the material value only. Data and data carriers as well as other intermediate products are only stored after prior explicit agreement and against special payment beyond the delivery date. Details are to be resolved in a separate archiving contract. Casslam is liable only for intent and gross negligence. The aforementioned items are treated with care until the delivery date, as long as they are provided by the customer. In the event of damage, Casslam is liable only for intent and gross negligence. If the items are to be insured, the customer has to arrange the insurance itself.
4. The information contained in the transferred data records confirming the order volume is binding on Casslam. The information given by the customer regarding the order size forms the basis of the invoice. Any changes from information passed on electronically must be made in writing.
5. The customer bears the cost for any expense caused by him or technically required for contractual production. If when processing the data additional work is required by Casslam due to insufficient or false information during the data transmission, the customer bears these additional costs.
6. In the case of loss of data caused by mistakes in the transmission during the scanning process, Casslam is only liable in the case of gross negligence or intent.
7. If Casslam has to edit a significant amount of transferred material, the customer will be made aware that Casslam becomes the author of the created work in accordance with § 7 UrhG. Casslam reserves the right to enforce claims of this right.
8. Deviations in output quality may occur due to differences in the hardware of output devices (plotter, printer, digital copier) at Casslam and the customer. In order to avoid this, the customer may request a test output, so long as Casslam is able to produce a limited test output with the data records provided. If this is not possible or requested and if the customer did not provide a proof sample when there were differences in the colour, the customer carries the risk of these differences and must pay for the necessary corrective work. Whether the customer is presented with a digital proof as a correctable intermediate product to approve for printing, or the customer takes a template (eg. computer printout, digital proof) as the basis of the order, it must be clearly understood that the final product may contain colour differences due to various manufacturing processes and atmospheric conditions. If a binding template is required, the customer must order an additional chargeable proof. As transmission faults or time delays on data transmission (e.g. ISDN) are outside of the control of Casslam, Casslam cannot guarantee these processes.
9. Insofar as Casslam gives the customer access to a Casslam Mailbox or FDP server, the customer has the duty to:
 - 9.1 use the access appropriately and for its specific purpose, and refrain from unlawful actions.
 - 9.2 take into account and comply with recognised guidelines for data security and data protection.

9.3 Inform the contractor immediately of any identifiable damage. The customer is solely liable for any damage caused to Casslam or any third parties through improper or illegal use of the mailbox services by the customer.

10. In accordance with Article 33 of the Federal Data Protection Act, the customer is informed that Casslam will store and process its address records and data in a computer. Casslam is responsible for ensuring that all persons processing this data are familiar with the most current versions of all relevant data protection regulations. Casslam points out to the customer that data transmitted over the internet is not protected against access by third parties.

9. Confidentiality

1. Casslam undertakes to keep secret all confidential information disclosed in connection with the use of its services and to take the necessary precautions to prevent unauthorised persons from gaining access to any confidential information. Casslam undertakes not to use the obtained confidential information and knowledge for its own or others' use or to register or claim commercial or other industrial property rights thereto.
2. Confidential information in the meaning of the regulation is essentially all information passed to Casslam by the customer explicitly as confidential, apart from that which is already publicly known or which becomes publicly known during the term of the contract, without Casslam or any persons where Casslam must assume responsibility for their actions having represented this at the time the contract was signed or during the term of the contract without breaching this confidentiality obligation, statutory provisions or official orders.

10. Data Protection

1. Casslam guarantees the data protection security of all data processed on the basis of the relevant data protection regulations. Casslam points out that data protection for the transfer of data cannot be guaranteed with current technology in open networks such as the internet. Other users of the internet could be technically able to intervene without authorisation in the network security and control the message traffic.
2. The customer expressly agrees that Casslam stores, transfers, deletes and blocks its data, so long as this is necessary for the legitimate interests of the customer and the purpose of this contract.
3. In particular, the customer agrees that their data could be stored, deleted or blocked by a third party as part of a contract data processing agreement with Casslam.
4. Therefore the customer also agrees that Casslam passes on its entire accounting and invoicing function to a third party company.

11. Miscellaneous Conditions

1. The place of jurisdiction for all direct and indirect contractual legal disputes, including cheque payments, as long as an agreement on jurisdiction is allowed, is Duesseldorf.
2. The customer may transfer the rights and duties from this contract to a third party only after prior written agreement from Casslam.
3. German law applies to the contractual relationship between the parties. The implementation of the Viennese agreement for international product purchasing (CISG) is not permitted.

4. The town where Casslam is based, Dormagen, is the place of fulfilment and payment, as agreed.
5. The invalidity or unenforceability of individual clauses shall not affect the validity of the rest of the contract. The contract partners undertake to agree a provision retrospectively which most closely represents the commercial intent of the invalid clause.

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