

# PAPERPRODUCTS DESIGN GMBH

## **§ 1 General:**

1. The following General Terms and Conditions shall apply to all business relationships between the ppd Paperproducts Design GmbH and our clients. These General Terms and Conditions shall regulate both contractual relationships established through our online shop and initiated otherwise (e.g., orders submitted in writing or by telephone or by fax).

2. Entrepreneurs in the sense of these General Terms and Conditions shall be natural or legal persons, partnerships with legal capacity or legal persons under public law or special funds under public law with whom a business relationship is established and who act in the professional exercise of commercial or freelance activities.

3. Deviating, contrary or supplementary general terms and conditions, even with knowledge of them, shall not become contract components, unless their applicability is expressly agreed to in writing.

## **§ 2 New Client Registrations on the Merchant Shop (B2B):**

1. Before submitting an order, new clients must register with us. Currently, registration is only offered to merchants. Consumers cannot place orders through the shop at present. Registrations shall be made online. The registration form provided by us must be completed truthfully. Changes to one's data must be reported to us without delay. We may request a copy of your business registration without stating reasons. There shall be no claim to registration. On the client's request, we shall delete any registration data without delay.

2. If we do not reject the registration, the client shall receive an individual access login with a password and shall be authorized to use our system. The client must keep these codes secret and may not provide them to third parties for use. Should the access code and/or the password be lost, the client must notify us without delay and have the data blocked. The client shall be responsible for any abuse.

3. We may revoke access authorization at any time without stating reasons.

## **§ 3 Contract Conclusion:**

1. Depictions of the products on the merchant shop (B2B) at [www.ppd.de](http://www.ppd.de), our catalogs, product descriptions, sales offers or documents—including in electronic form—shall not constitute legally binding offers. They shall remain non-binding and intended for trade.

### **Orders:**

Orders of our goods submitted by our clients shall constitute binding contract offers for us. We shall confirm our receipt of orders without delay. However, our confirmation of receipt shall not represent binding acceptance by us. We shall accept orders through a separate order confirmation by email or by delivery of the goods to the client.

### **Merchant Shop (B2B):**

By clicking on the "Place Order" button, you shall place a binding offer for the goods in your shopping cart. We shall confirm our receipt of the order by email directly after submission of the order.

2. We may refuse to accept orders—e.g., after reviewing a client's creditworthiness—or change the requested payment terms. We may also limit orders to customary volumes. You shall be notified if we do not accept an order. We shall not be required to accept orders.

3. Depictions, drawings, measurements, quality indications or color tones shall represent customary industry approximations. Common deviations, technical changes or changes to

# PAPERPRODUCTS DESIGN GMBH

the form, color and/or quality shall remain reserved if such changes are reasonable in consideration of the buyer's interest.

## **§ 4 Guarantee:**

1. The client / merchant must inspect the goods for qualitative and quantitative deviations with the required diligence without delay and report any obvious defects (e.g., breakages or qualitative defects) to us in writing within 7 days of receipt of the goods. This shall also apply to subsequently detected hidden defects once they are discovered. In case of violations of these inspections and reporting obligations, the assertion of guarantee claims shall be excluded.
2. Should delivered products be defective, we may choose whether to remedy the situation by removing the defect (rectification), providing a new defect-free object (replacement delivery) or offering a refund. Our right to refuse to remedy the situation under statutory requirements shall remain unaffected.
3. We may make our remedying of the situation conditional upon the buyer paying the purchase price. However, the buyer may retain part of the purchase price that appropriately corresponds to the degree of defectiveness until the final inspection.
4. The buyer must grant us the time required and an opportunity to remedy the situation as guaranteed by us and must hand over the goods in question for inspection. In case of replacement deliveries, the buyer must return the defective goods to us in accordance with statutory regulations.
5. Claims of the buyer for damage compensation or replacement of wasted expenditures shall only be granted to the extent specified in § 5 and shall otherwise be excluded.

## **§ 5 Other Liability**

1. Unless resulting otherwise from these GTC, we shall be liable according to statutory regulations for breaches of contractual and non-contractual duties.
2. We shall only be liable for damage compensation—for whatever legal reason—in case of intent or gross negligence. In case of simple negligence, we shall only be liable for
  - a) damages due to injuries to life, the body or one's health,
  - b) damages due to violations of essential contractual obligations (i.e., obligations on whose fulfillment orderly contract implementation depends and on whose adherence the contract partner may regularly rely); however, in such cases, our liability shall be limited to the compensation for typically foreseeable damages.
3. The liability limitations in Paragraph 2 shall not apply to defects fraudulently concealed by us or to goods whose characteristics we guaranteed. The same shall apply to claims of the buyer under the German Product Liability Act [Produkthaftungsgesetz].
4. The buyer may only withdraw from or cancel a contract due to breaches of duty that do not constitute defects if we are responsible for the violation.

# PAPERPRODUCTS DESIGN GMBH

## **§ 6 Statute of Limitations**

1. Contrary to Section 438(1) Number 3 of the German Civil Code [Bürgerliches Gesetzbuch], the general statute of limitation claims due to material or legal defects shall be one year following delivery.

2. The above-stated statute of limitations for purchase rights shall also apply to any contractual and non-contractual damage compensation claims of the buyer due to defective goods, unless the application of the regular legal statute of limitations (Sections 195 & 199 of the German Civil Code) would result in a shorter statute of limitations in individual cases. The statutes of limitation of the German Product Liability Act shall remain unaffected in any case. Apart from that, the buyer's damage compensation claims under § 5 shall be regulated exclusively by legal statutes of limitation.

## **§ 7 Prices:**

1. Offered prices shall be non-binding and only intended for trade. Any stated prices shall be net prices and apply plus VAT. The total invoice amount shall be plus the shipping fees and minimum quantity surcharges stated in the respectively current price list.

2. Unless expressly stated otherwise, prices shall refer to the descriptions of the respectively depicted products, but not their contents, accessories or decoration.

## **§ 8 Delivery Terms, Periods and Costs:**

1. Our delivery terms can be found in the respectively current price list or in the order overview on our merchant shop (B2B).

2. Unless agreed to otherwise, we shall deliver ordered goods as soon as possible.

3. The delivery dates stated by us shall—unless agreed to otherwise individually—be non-binding and merely provide an approximation as to when a delivery can be expected. We may make partial deliveries to a reasonable extent. We shall bear any additionally incurred costs in such cases.

4. Should we be unable to meet binding a delivery period for reasons for which we are not responsible (service unavailability), we shall notify the buyer of this without delay and state the projected new delivery period. If the service is also not available during the new delivery period, we may fully or partially withdraw from the contract; we shall refund any payments already made by the buyer. Service unavailability in this sense shall especially mean failure of our suppliers to make deliveries to us on time, if we concluded congruent hedging transactions, neither we nor our suppliers are at fault or if we are not responsible for procurement in individual cases.

# PAPERPRODUCTS DESIGN GMBH

## **§ 9 Due Dates and Compensation, Default:**

1. Deliveries shall be made on open account. Invoices may include VAT. Payment terms can be found in the respectively current price lists. Unjustified deductions shall be reclaimed. We shall expressly reserve the right to perform deliveries in return for prepayments or cash on delivery.

## **§ 10 Offsetting, Retention:**

1. Clients shall only be granted set-off rights if their counterclaims have been legally established or recognized by us.
2. Clients may only exercise rights of retention if their counterclaims are based on the same contractual relationship.

## **§ 11 Rights of Retention:**

Until complete payment, any goods shall remain the property of the ppd Paperproducts Design GmbH. The client may sell the goods through his ordinary course of business. In such cases, the clients shall assign his claims against the purchaser to payment of the purchase price to us as a security for and until payment of our purchase price claim.

## **§ 12 Use of product images:**

ppd Paperproducts Design GmbH (referred to as the Supplier in the following paragraph) shall grant the retailer simple, non-exclusive, revocable and non-transferable usage rights to his product images free of charge. The copyright shall remain solely with the Supplier. The Supplier shall decide at his discretion which product images he will provide to the retailer for use for the stated extent. The Supplier shall keep a log of the provided product images. The Supplier shall expressly state that the retailer may not provide the product images to third parties for use. When using the product images in online retailing, the retailer must ensure that no usage rights will be granted to platform operators by uploading the product images on their platforms. In case of unauthorized sublicensing, the retailer must pay a contractual penalty of EUR 5,000 to the Supplier. Furthermore, the retailer shall be responsible for any accordingly required rectification. The right to assert compensation claims for damages incurred by the Supplier shall remain unaffected by the contractual penalty obligations of the retailer.

## **§ 13 Liability Limitation and Release:**

1. If we provide access to other websites through links, we shall not be responsible for their contents. We shall not claim such external contents. Should we learn of unlawful contents on external websites, we shall block access to these pages without delay.
2. The client shall release us from any disadvantages that we may incur from third parties due to harmful acts of the client—whether intentional or negligent.

# PAPERPRODUCTS DESIGN GMBH

## **§ 14 Privacy:**

1. Our privacy policy can be found on our homepage under "data privacy statement."

## **§ 15 Final Provisions, Applicable Law:**

1. The law of the Federal Republic of Germany shall apply. The UN sales convention shall be excluded.
2. The exclusive place of jurisdiction for any disputes that may arise due to this contract shall be Bonn, Germany, if the client is a merchant.
3. Should individual regulations of the contract with the client, including these General Terms and Conditions, prove to be fully or partially invalid, the validity of the remaining regulations shall remain unaffected. The fully or partially invalid regulation shall be replaced by a regulation that most closely approximates the economic aims of the invalid regulation.

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