A. Scope of Application and Definition of Terms

1. These Terms and Conditions of Business shall apply exclusively to all current and future business relations in which we are connected with the manufacture of goods, sell such goods, or for any other purpose.

2. These General Terms and Conditions shall exclusively apply vis-à-vis legal business entities as defined by Sections 14, 310 (Paragraph 1), German Civil Code (BGB).

B. Place of Purchase / Order / Conclusion of Contract

1. fulfilments in the event of a counter-claim resulting from the same contractual relationship. The provisions of Section 321, Paragraph 2 BGB

2. The validity of delivery dates shall be subject to our prior written confirmation. We reserve the right to make reasonable changes in the event of any changes in costs following the conclusion of the agreement, and, if possible, propose the delivery of a comparable product. If no comparable product is available, or if the customer refuses the delivery of a comparable product, the customer shall immediately be required any consideration [counter-performance] to the customer that may arise herefrom.

3. In the case of orders where delivery is made to a third party the party that has placed the purchase order shall be deemed the customer, provided that no other express agreement has been contractually stipulated or otherwise agreed.

C. Preliminary Work

Preliminary work such as the creation of specifications, artwork, project documents, drafts, drawings and models required by the customer are subject to remuneration.

D. Proofs

1. If the customer shall, without exception, immediately verify the conformance of the goods and any preliminary or intermediate products sent to the customer for approval. The risk of potential errors or faults shall pass to the customer at the time the customer issues a written or verbal approval of the goods ready-to-print/read-to-produce approval except for errors or faults that have only occurred after the document has been approved by the customer and ready-to-print/read-to-produce approval. The same shall apply to all other approvals issued by the customer. In the event of any subsequent customer-induced changes to text, form/layout or design which have not been previously approved by the customer, the corresponding copy such as a PDF file, black and white printout or other subsequent changes shall be charged according to the costs incurred.

2. In the event of changes to drawings and printing work, tool changes are not possible. The production of new tools shall be charged separately.

E. Delivery

1. The designated delivery period – in the absence of any other agreements – shall be deemed to be the date of dispatch from the factory. The agreed delivery period commence when the risks have been transferred to the customer. The customer is obliged to inspect the goods and to give us notice of any faults or errors within the time stated. A defect in the goods or in any accessory item which is to be delivered with the goods shall be deemed to exist if it prevents compliance with the agreement.

2. The delivery period shall be reasonably extended in the event of any hindrances, which are not our fault, to the delivery of goods, etc. such as force majeure, exchange rate fluctuations, strikes, lock-out as well as any delays in approval for proofs.

3. If the delivery period is extended either a new delivery period or exercise the rights under Section 323 BGB (German Civil Code) if we are responsible for such delay. This provision shall not be associated with any change regarding the burden of proof.

F. Delivery

1. Goods shall be delivered ex works to the delivery address stated by the customer, provided that no other agreement has been concluded.

2. The validity of delivery dates shall be subject to our prior written confirmation. We reserve the right to make reasonable changes in the event of any changes in costs following the conclusion of the agreement, and, if possible, propose the delivery of a comparable product. If no comparable product is available, or if the customer refuses the delivery of a comparable product, the customer shall immediately be required any consideration [counter-performance] to the customer that may arise herefrom.

3. Over- and under-shipments of up to 10% of the confirmed quantity shall be permissible, limiting our responsibility for the quantities delivered.

4. In the event of a risk accidental and accidental impairment of the goods shall pass to the customer upon delivery to the consignee. Goods, even upon handing over the goods to the forwarding carrier, freight agent or any other individual or entity designated to carry out the shipment. In the event that the customer should be in default regarding regard to the acceptance of the goods the goods shall be deemed to have been handed over.

5. Call-off orders are subject to separate agreement. In the event that the customer fails to accept the goods, either fully or in partial quantities, on the agreed dates we shall have the right to either ship any inventories remaining in our warehouse or to charge storage costs.

G. Prices and Terms of Payment

1. The validity of the prices quoted shall be subject to the condition that order details on which the prices are based are correctly filled in the quotation document.

2. The agreed prices are net prices, subject to value added tax as applicable.

3. Prices are stated ex works. Costs for packaging, freight, postage fees, insurance and any other charges shall be borne by the customer.

4. Any subsequent charges requested by the customer, including any resulting machine down time shall be borne by the customer. Such additional charges also include repeated printing of proofs requested by the customer due to minor deviations from the copy.

5. We reserve the right to make reasonable changes in the event of any changes in costs following the conclusion of the agreement, including any changes in wages or prices for raw materials.

6. In the event of a conclusion of a contract, there are indications that the customer may not be able to meet its payment obligations vis-à-vis Schreiner we reserve the right to require a maintenance or inspection work, delivered goods and to discontinue the work. We shall also be entitled to these rights if the customer is in arrears with payments for deliveries that are based on the same legal relationship. The provisions of Section 321, Paragraph 2 BGB (German Civil Code) remain unaffected.

7. Subject to the provision of other agreements, the customer commits to paying the invoiced amount within 30 days of receipt of the invoice and the due date. If the customer defaults by permitting this payment period to elapse the customer shall be deemed to be in arrears, without prejudice to the right to demand payment immediately. If the date of the invoice is more than 2 1/2 years and 9 months the customer shall be entitled to a 2 % early payment discount on the value of goods.

8. Invoices shall be permissible only after a special agreement and do not qualify for discounts. We shall only accept checks or bills of exchange as modes of payment. A commission of 5 % of the invoice amount or a bank charge on the exchange shall be charged to the customer.

9. In case of payment delay or default interest in the amount of 8% above the base rate of the Deutsche Bundesbank (German Federal Bank) shall be payable. This shall not exclude the assertion of any further claims to compensate for losses.

10. If the customer fails to pay the price including incidental expenses within 10 days of receipt of the invoice and the goods, the invoice shall be deemed to have been in arrears even without reminders.

H. Rescission of Contract

In the event that the customer rescinds the contract without any fault on our part the relevant statutory provisions shall apply. In addition, in the event that the customer is at fault, a flat handing fee of EUR 100.00 shall be the customer’s binding commitment to purchase incurred a loss of amount lower than this amount.


1. Claims arising from different contract relationships may be set off against each other, provided that they legally established claims or claims which we have accepted. Any witholding right shall be enforceable only on the basis of the customer’s contract with an obligee from the same contractual relationship.

2. Any ceding of claims by the customer to third parties shall be subject to our prior written permission.

J. Retention of Title

1. We reserve the right of retaining title to the goods until the customer has made full payment of all claims arising out of a current business relationship receivable from the customer.

2. The customer shall be required to handle the goods with care. To the extent that any work may be required the customer shall have such work regularly performed at its own cost.