

## General Terms of Business

- 1.** All orders submitted to us are based on the following General Terms of Business (GToB). Deviating conditions of the customer concerning order form, order confirmation, etc. are not valid even if not explicitly rejected. The customer agrees to the following General Terms of Business when submitting an order. Only if the customer objects to the General Terms of Business in writing, general statutory rules and regulations take the place of the General Terms of Business.
- 2.** We assess all formats indicated by customers as Ca formats with only the material processing resulting in slight deviations. Only if the customer wishes an exact format and this is indicated in writing by the customer when submitting an order and if confirmed by us in writing are we obligated to adhere to the exact format. Any color indications by the customer for reproducing the templates are considered approximate color indications unless specifically agreed in writing between the customer and us. Color, brightness, or contrasts are selected at the discretion of **CCS digital\_fabric® GmbH** based on aesthetic considerations.
- 3.** **CCS digital\_fabric® GmbH** is not able to assess any copyrights or any copyright violations concerning templates submitted by customers for processing and/or reprography. The customer is solely liable concerning the rights of third parties. The customer releases **CCS digital\_fabric® GmbH** from all claims of third parties due to copyright violations. This includes all associated legal costs or damage claim payments. Insofar as the customer sends originals, negatives, templates, or other documents or materials necessary to fulfill the order to **CCS digital\_fabric® GmbH**, these must be sent ex domicile (at no cost). **CCS digital\_fabric® GmbH** returns these materials with standard mail and at the risk of the customer unless the customer requests a different type of shipping.
- 4.** Indicated delivery dates are only approximations and non-binding. **CCS digital\_fabric® GmbH** strives to adhere with these delivery dates. If the customer requires a specific, binding delivery date, this request must be made in writing and **CCS digital\_fabric® GmbH** must confirm in writing as well. Force majeure, strikes, lockouts, and no-fault delays or inability to deliver prolong the respective delivery schedules by the duration of the obstacle. The customer is obligated to grant **CCS digital\_fabric® GmbH** a suitable grace period in case indicated delivery schedules are not adhered to. **CCS digital\_fabric® GmbH** is entitled to make partial deliveries if tolerable to the customer.
- 5.** The prices valid on the day the order is submitted apply to the order unless a different price was agreed explicitly in writing. The respectively delivered quantities plus the samples provided by **CCS digital\_fabric® GmbH** are invoiced accordingly. If the customer requests changes after the order has been submitted, any additional costs due to the change must be reimbursed to **CCS digital\_fabric® GmbH**. The shipping costs including any transport insurance are the responsibility of the customer. **CCS digital\_fabric® GmbH** is authorized to demand corresponding partial payments, namely: 30% at the time the order is placed, 15% at the time print samples and other design samples are presented, and 55% immediately after delivery.
- 6.** Shipping and delivery is at the cost and risk of the customer as mail order. The same applies if the shipment is within the same city or by employees and/or vehicles of **CCS digital\_fabric® GmbH**. **CCS digital\_fabric® GmbH** is authorized, but without explicit instructions by the customer not obligated, to obtain transport insurance.
- 7.** The customer must inspect all delivered goods immediately after receiving them and notify **CCS digital\_fabric® GmbH** of any defects at once. This notification submitted to **CCS digital\_fabric® GmbH** must include all materials and documents associated with the order in order to enable an immediate inspection and rework as necessary. In case of defects, the customer must grant **CCS digital\_fabric® GmbH** a suitable grace period for rework. Only after the rework has failed is the customer entitled to demand redhibitory action instead of rework. If this is the case, **CCS digital\_fabric® GmbH** must credit the customer immediately with any already submitted payments.
- 8.** If the customer is a registered trader or merchant, any liability of **CCS digital\_fabric® GmbH** is limited to willful intent and gross negligence. Liability also applies in case of minor negligence if the customer is not a registered trader or merchant. Liability of **CCS digital\_fabric® GmbH** for items made available by the customer (e.g. samples, photos, templates, films, slides, etc.), i.e. the loss or damage of these items, is excluded unless the customer proves that the damage or loss is due to willful intent or gross negligence of **CCS digital\_fabric® GmbH** or a fulfillment partner or assignee of **CCS digital\_fabric® GmbH**. If the customer is a registered trader or merchant, liability is limited to willful intent or gross negligence or omission.
- 9.** The delivered goods remain property of **CCS digital\_fabric® GmbH** until paid in full by the customer. As long as **CCS digital\_fabric® GmbH** does not revoke this right, the customer is entitled to use or sell the delivered goods as part of standard business transactions. Insofar as processing the property of the claimant means the property of the claimant ceases to exist or a new item is created or generated from the goods sold/acquired under reservation of title that are property of the claimant and another item, the customer transfers already now ownership of the newly created or generated items to **CCS digital\_fabric® GmbH**. In case these items delivered by **CCS digital\_fabric® GmbH** are sold or further utilized, the customer assigns his or her demands from the sale or further utilization in the amount of the contract sum to **CCS digital\_fabric® GmbH** as of now and **CCS digital\_fabric® GmbH** hereby accepts the assignment. Until **CCS digital\_fabric® GmbH** revokes the collection authorization, the customer is entitled to collect such assigned demands as well.
- 10.** Dusseldorf is the place of fulfillment and legal venue for all disputes arising between **CCS digital\_fabric® GmbH** and the customer insofar the customer is a registered merchant or trader. In the event that a provision of these General Terms of Business should be or become invalid, it shall thus be presumed that this does not invalidate the effectiveness of the remaining provisions.