

GENERAL CONDITIONS OF SALE AND DELIVERY

§1 General Scope

1. The current General Conditions of Sale and Delivery apply to all Companies / Customers / Buyers / Entrepreneurs / Recipients (hereinafter collectively referred to as "Customer" or "Customers") that start any business relations with IKONOS, a Large Format Printing media Supplier (hereinafter referred to as "Supplier"), that is relations which include orders for any products or services.

§2 Offers and Orders

1. Any and all offers shall be not-binding unless otherwise agreed in writing. All offers are subject to change, about which the Customers will be informed by the Supplier in writing.

2. Orders will only be accepted subject to the following conditions. Any conditions of the ordering party (Customer) deviating from these will only become binding when confirmed by the Supplier in writing.

2.1. Orders are regarded as placed after a written confirmation given by the Supplier. From this moment the contract between the Supplier and Customer is regarded as being in force.

2.2. While confirming the order the Supplier shall inform the Customer about the approximate date when the goods will be ready to send or pick-up. The Supplier reserves the right to change the approximate date of goods readiness or even the scope of order when any external or internal problems occur. In such case, the Supplier shall inform the Customer about arisen troubles and the new possible date of order readiness.

2.3. Additional modifications of the order, caused by the buyer, shall entitle the Supplier to correspondingly adjust the terms of order readiness.

2.4. If the whole order cannot be delivered within the same date, the Supplier shall inform the Customer immediately about the level of order readiness. In such case the Customer may choose partial deliveries, which however will be regarded as being independent business transactions, in which the Customer will be charged for the shipping.

§3 Pricing

1. The prices are set individually and independently with every Customer, dependent on mutual arrangements between the Customer and Supplier. The Supplier reserves the right to reasonably increase the prices, especially when the prices of raw materials used for LFP media production go up considerably.

2. In case of price increase, the Supplier shall inform the Customers about it in writing.

3. Unless otherwise agreed, all prices given by the Supplier are "ex works" and exclusive of VAT. The Customer bears any fees, taxes and duties in connection with the deliveries.

§4 Terms of Payment

1. Unless otherwise agreed, all invoices (or proforma invoices) must be paid in advance.

2. Longer terms of payment are only possible after a written acceptance by the Supplier. In some cases, to give the Customer payment terms, the financial statements of the Company (e.g. balance sheet, profit and loss account) will be required.

3. In case of delays in payments made by particular Customer, the Supplier reserves the right to stop deliveries to the Customer that exceeded the payment period.

§5 Delivery and Responsibility

1. Delivery periods and dates shall only be binding upon the Supplier's confirmation.

2. In case of Customer's pick-up of goods, the dispatch can only be made when the Supplier gives notice of readiness for dispatch. Unless agreed otherwise, the Customer shall collect the goods within 2 weeks of such notification of readiness. If the delay in goods collection exceeds 2 weeks, the Supplier has the right to withdraw from the agreement.
3. Force majeure and other circumstances which are outside of our responsibility, such as, for example, war, strikes and other industrial actions, emergency, insurrection, lack of personnel or raw materials, machine damages or delays in transportation entitle the Supplier, at his own discretion, to demand extension of the delivery dates following cessation of the delaying event or to withdraw from the contract. The same applies also in the event that these circumstances occur at his sub- sub-suppliers.
4. The dispatch of the Supplier's goods is effected "ex works" at the risk of the Customer, even in the event that the shipment is organised and paid by the Supplier.
5. In case when the Customer does not receive the goods or refuses to receive it in the agreed period, after formerly placing the order, the Supplier reserves the right to place the goods in a chosen warehouse at the Customer's own cost and risk. At the same time, the Supplier has the right to ask for a refund for the transportation of undelivered goods.
6. Goods may be subject to deviations in sample, colour, nature, weight, or pallet weight etc., which are customary in trade and commerce. The Customer has the right to receive information from the Supplier about the tolerance regarding those criteria. The buyer is responsible for any breach of copyright in the case of items made to order. In as far as we supply technical consultation or assistance for the application of our products, this is done on the basis of our latest technical experience as an accommodation. No warranty or compensatory claims of any kind may be deduced from such.
7. The goods remain our property until complete payment of all due amounts. The customer is obligated to handle the goods with due care.

§6 Warranties and Liability

1. The buyer is obliged to examine each delivery immediately upon arrival. Any apparent defects (including damage during transit), incompleteness of goods or any other variances from the confirmation of the order have to be notified immediately but latest within 72 hours upon arrival of the delivery at the destination in writing by specifying the defect, incompleteness or other variances, and quoting the (proforma) invoice number. Any claims of the buyer because of defectiveness or incompleteness of the goods are excluded if the aforesaid obligations are not met.
2. Any evident defects, that can be notified by general inspection, excluding the defects occurred during transportation (mentioned in point 1.), have to be reported in writing immediately to the Supplier, but not later than 5 days from the goods collection.
3. Any hidden defects (including defects of the surface, which might have occurred during manufacturing) have to be notified immediately, but not later than 3 months from the goods collection. The situation does not concern improper goods storage by the Customer. Any hidden defects have to be reported to the Supplier in writing, by stating the range and character of the defect.
4. The Customer has to immediately inform the Supplier about any notice of defective goods of his clients. Thus, if the defect has been discovered during the process of printing on the material, the Customer must stop the printing immediately and inform the Supplier about the fault that has occurred. If the Customer fails to meet this obligation, he shall not have any claims based on the defective goods against the Supplier, nor shall the Supplier be obliged to indemnify his Customer.
5. If the goods are defective, the Supplier should have the possibility to provide faultless substitution. Only if such faultless substitution is impossible, unreasonably extensive for the Supplier or unreasonable for the Customer, the Customer has the right to price reduction within next order. If the defects are essential, the Customer has the right to withdraw from the contract.
6. If the Customer wants to exchange the defective material into a new roll, the whole defective roll in the original packaging (most preferably with the faulty printout on which the defect has been discovered) must be returned to the Supplier.
7. In the time of complaint adjustment by the Supplier, the Customer has no right to withhold any payments that result from already concluded contracts.
8. Any claims for damages of all kinds, which were caused by improper handling or due to incorrect advising or instructions provided by the Customer to his final clients shall be excluded.
9. The Supplier shall not be liable in case of slight negligence (the burden of proof for gross negligence is on the buyer), consequential damages, financial loss, loss of profits, interest and third party claims. The Customer is obliged to fully assign these liability limitations to his customers.