



General Conditions of Business and Payment for Commission Printing

1. Placing and Acceptance of Order

In placing an order, the client acknowledges these general conditions of business and payment.

Every order and every instruction within the framework of an order, must clearly describe in writing the type of processing required by the client and the intended use and must contain all information, which is necessary to carry out the order appropriately. The consequences of incorrect or inaccurate information shall be at the expense of the client. Verbal, telephoned orders, instructions or modified instructions, shall only be binding for the printer, if they have been confirmed by him in writing.

An order shall only be considered accepted on the day, on which the raw materials are received at the commission printer's premises, and have been finally classified and released for processing (printing) by the client.

2. Delivery Times

Obligations to adhere to a definite delivery time shall only exist, if the printer expressly agrees to this on acceptance of the order. Silent acceptance of orders with a required delivery time shall not be considered an agreement of the delivery time. Force majeure or official measures, which impede the performance of the commission printing order, shall entitle the printer's to extend the delivery time or the additional delivery time proportionately but at least by the duration of the impediment. The impediment is to be notified to the client, if it is expected to last longer than one week. This shall also apply for all other kinds of stoppage. In the event that, either the client or the printer's withdraw from the contract or there is a detrimental event, which renders performance of the contract impossible, the printer's shall be entitled to remuneration for any processing work which has been completed or started prior to the declaration of withdrawal or the occurrence of the detrimental event.

3. Insurance

The Client is fundamentally responsible for his own insurance for the goods to be processed and for transport insurance.

4. Transport

The commission printing prices are ex printer's; transport costs of the delivery of the raw materials and of the finished goods, shall be borne by the client.

5. Wrapping and Packaging

The commission printing prices do not include wrapping or packaging costs. Those will be invoiced separately at cost price.

6. Sample Material

Sample material – including colour cards and strike-offs – shall be calculated at cost price. The printer's shall be entitled to take samples from the raw materials and from the finished goods. Sets of samples which belong to the printer's, remain the property of the printer's and are to be returned upon request.

7. Exclusive Designs

For exclusive designs a domestic copyright shall apply for the duration of the season for which the design is being printed but at the longest for one year, calculated from the date of placing of the order for engraving or for the manufacture of templates. In the event that the client wishes to reserve a particular design beyond the term of the copyright, he must notify the printer's in writing an good time at least 14 days prior to the expiry of the copyright. In case of screen printing, the printer's may after expiry of the copyright and any extension thereof sort out the templates in order to avoid an excessive increase in the template stock and the client must dispose of the templates which have been sorted out within four weeks, otherwise the commission printer may use them as he deems fit.

The costs of manufacturing the templates shall be borne by the client; payment shall be due immediately.

8. Design Copyright

In the event that the client gives its own composition patterns to the printer's for engraving, they shall be considered the property of the former; the client shall indemnify and give satisfaction to the printer's, if claims are made against the latter by third parties as a result of breach of design copyright, unfair competition and the like.

9. Complaint of Defects

In the event that the client provably comes to grief as a result of faulty printing or improper pre-treatment or after-treatment (in case of all-in printing), he shall be entitled to proportionate compensation. The liability of the printer's for the material defects is as is customary excluded (exemption from liability) for

- a) faults which can be attributed to the condition of the raw materials, e.g. unsuitable sizing agents have been used;
- b) the failure as a result of unsuitability of goods which were not pretreated at the same printer's, prebleached or precoloured for example; the same shall apply if aftertreatment is carried out elsewhere;
- c) varying printing faults, if the raw materials are made of fibres of different origin or reveal varying conditions of yarn or weave or knit faults and the like;
- d) slight colour differences in the same shade from one item to another and from one delivery to another; incomplete fastness (light, water, rub, wash, sweat etc.); if the possible degrees of fastness or the available dyes are limited;
- e) printing on the straight or finishing or patterning on the straight;
- f) incomplete printing penetration
- g) a finished width smaller than required width could not have been achieved without damage to the goods;
- h) a certain standard of length of the finished goods and
- i) faults in the printing and the finishing if the faulty goods do not exceed 5% of each printing order of the total quantity; a reduction in the printing price shall only apply if the stated tolerances are exceeded.

Complaints are to be lodged without delay – but at the latest within 8 days of receipt of goods – in writing and supported by material proof.

Delayed complaints, or complaints in cases when the goods have already been cut up or subjected to further processing, shall be entertained.

After export, all complaints are expressly excluded. Therefore all goods destined for export must be inspected for any faults by the client at the printer's prior to despatch and the client must take delivery of them at the printer's if he does not wish to renounce the right of complaint. If the event of a justified complaint, if it is not possible to rectify the faulty goods, then the printer's shall have the option of reducing the printing price for the faulty printed goods, or of itself accepting the faulty goods at the client's raw material price, which is to be substantiated, or of making replacement goods available within a suitable time.

Any further compensation, such as for loss of profits, administrative costs etc. is excluded.

In the event of the commission printer and the client not reaching agreement in respect of a complaint, the dispute is in the first place to be submitted to a specialist arbitration board before it is referred to the ordinary courts.

10. Right of Distraint and Right of Retention

With the handing over of the goods destined for commission printing, the client grants to the printer in respect of all his claims arising from the business relationship in operation a contractual right of distraint. Furthermore the printer shall also be entitled to the right of retention of the goods handed over to him for all his current and future claims, even if they are not yet due. Through the commission printing order placed in accordance with these General Conditions of Business the client confirms that the goods handed over for commission printing are his pledge-free property and that there are no orders of obligations which would prevent the exercise of the right of retention.

11. Conditions of Payment

The prices for commission printing and other processing are payable net without discount upon receipt of invoice. Bills, insofar as they are accepted in payment, are not deemed cash payment. They will only be accepted against reimbursement of the bank, discount and walking charges and credited reserving the due payment. Their term must not exceed three months.

Payments will always be used in discharge of the oldest due debts plus the accumulated interest thereon.

Accumulated interest will be calculated in the event of payment after due date. All reminder costs resulting from non-payment shall be charged to the purchaser.

Offsetting with disputed counter-claims is not permissible.

12. Place of Performance and Jurisdiction

Place of performance for delivery is for both parties the printer's premises; place of performance for payment is the printer's seat of business.

In the event of legal disputes arising out of commission printing transactions the place of jurisdiction of the printer's company is agreed.

13. Legal Basis

This contract shall be subject to Austrian law.