

General terms and conditions

Date: July/2018

I. Contract Conclusion

1. All deliveries shall be subject to the following provisions, unless a specific written agreement provides otherwise. PAPUREX will not recognize conflicting terms, even if they not have been expressly rejected.
2. An order shall only be deemed to have been accepted by PAPUREX, if and to the extent it has been confirmed in writing by PAPUREX.
3. The weights, dimensions, capacities, prices, performance ratings and other data included in catalogues, leaflets, circulars, advertisements, price lists etc. constitute an approximate guide. These data shall not be binding save of the extent, that they are by reference expressly included in the contract.

II. Price, Payment

1. Unless otherwise agreed, prices are EXW Moerlenbach Germany, Incoterms 2010, packing excluded.
2. In case that the period between the conclusion of the contract and the delivery exceeds four months, PAPUREX shall be entitled to charge the price prevailing at time of delivery.
3. The buyer is obliged to pay all invoiced amounts within 10 days deducting 2% discount or 30 days net as of PAPUREX invoicing date. Bill of exchange payments have to be agreed in advance.
4. If payments get overdue the buyer shall be in default even without a payment reminder – as long as the buyer is merchant. Upon default PAPUREX reserves the right to charge interest on the amount due.
5. Until full payment of all amounts due including inherent interest, PAPUREX shall not be obligated to make further deliveries under any contract with the buyer. If there is justified reason to doubt the buyers solvency, especially in case of serious payment delay, PAPUREX shall be entitled to request immediate payment for all unpaid deliveries, regardless of the agreed payment date, to request prepayment or to request appropriate security.
6. Except of other agreements, foreign customers have to pay in advance.
7. For orders value less than € 200 a small-volume markup of € 25 is charged.

III. Delivery

1. Delivery dates shall only be binding upon written confirmation by PAPUREX.
2. If the buyer requires express delivery, the additional costs are up to him.
3. Unforeseen events which are beyond the control and influence of PAPUREX, or which could not have been prevented by PAPUREX despite any precaution, which can reasonably be expected – as for example operational interruption, strike and delay of suppliers – extend the acceptable delivery period by the duration of these unforeseen events. And the buyer shall not be entitled to hold PAPUREX liable for. The same shall apply, if official or other third party permits are necessary for PAPUREX' performance, and are not received on time by PAPUREX.
4. In the case of delivery default, the buyer may set – in writing – a grace period of at least 4 weeks after the agreed delivery date. If PAPUREX still fails to deliver, the buyer shall be entitled to cancel the contract. Possible damage claims due to that delivery default or other rights shall be excluded.
5. If the buyer fails to accept delivery on date, he shall nevertheless pay as agreed, as if the commodity had been delivered.
6. If the buyer fails for any reason whatever to accept delivery, PAPUREX shall be entitled by written notice to the buyer (without consent of the court) to terminate the contract, and thereupon to demand from the buyer any loss suffered by reason of not fulfilled contract.
7. Commodities manufactured due to special request or specification of the buyer must in any case be accepted for delivery and paid by the buyer.

IV. Shipment

1. Place of fulfillment shall be the PAPUREX premises, 69509 Moerlenbach, Klein-Breitenbach 4a.
2. Unless otherwise agreed, shipment shall be carried out EXW Moerlenbach, Incoterms 2010 – at risk and at cost of the buyer.
3. In the case of shipment by PAPUREX' vehicles or agents, PAPUREX shall only be liable for the wilful or gross fault of her agents.
4. In case of delayed shipment for reasons which are beyond PAPUREX' control, risk of loss shall pass on to the buyer that day on which the goods are ready for shipment.

V. Assurance of product capacities

1. PAPUREX does not assure concrete product properties for the delivered goods. All information on the PAPUREX data sheets are based on its current technical knowledge and experience. That does not release the buyer/ user of tests and examinations on his own. No legally binding assurance should be derived out of PAPUREX' data sheets regarding neither product characteristics nor suitability.

VI. Warranty

1. The buyer shall be obligated to examine delivered goods immediately upon receipt. If they do not conform to his order, he shall notify PAPUREX immediately in writing with proper specification about the alleged defects. In the case the buyer fails to give such notice within 6 working days after receipt of the goods, he forfeits all warranty claims about obvious defects.
2. On receipt of such notification PAPUREX shall remedy the defects as soon as possible. The buyer shall return PAPUREX the defective parts for replacement. Upon successful replacement of defective parts PAPUREX obligations are fulfilled.
3. PAPUREX' liability shall apply only to defects that appear under proper use arising from material defects or fabrication faults. In particular it does neither cover defects caused by improper mechanical, thermal or chemical influences, nor by buyer's inappropriate installation, normal deterioration nor aging.
4. Examination of the reclaimed parts and negotiations with the buyer do not waive PAPUREX' right to reject a complaint as out of time or as not sufficiently specified.
5. Defects of individual parts of the delivered goods shall not entitle the buyer to complain the entire delivery. And, the buyer shall not be entitled to withhold payments to PAPUREX for reason of possible defects.
6. PAPUREX' warranty shall be limited to the replacement of defective parts. Further rights and damage claims shall be excluded.
7. In the case goods are produced upon of the buyer's explicit data, drawings etc., PAPUREX' warranty shall only cover production in accordance with the buyer's specifications.
8. The warranty period between merchants is 12 months; otherwise the legal requirements (BGB) are applied.

VII. Overall reservation of title

1. Until all amounts, including interest and other costs due to the seller on all transactions between the parties are paid in full, the seller retains title to the goods delivered.
2. The buyer hereby assigns to the seller his future claims for payment of the proceeds, up to the amount of the seller's claims under this contract, against such third parties to whom the buyer may sell the goods. The buyer shall remain entitled to collect the proceeds, so assigned, within his ordinary course of business unless the seller cancels this authorization. At any time, the seller shall be entitled to such cancellation and to disclosure of assignment.
3. The title to samples, drawings and tools shall remain with the seller, even if the buyer agrees to bear a part or all of the costs thereof.

VIII. Setoff, withholding and limitation of liability

1. The buyer shall have a right of setoff against the claims of the seller as well as the right to withhold only with respect to claims which the seller has acknowledged in writing or which have been adjudicated to exist by a court.
2. Except as otherwise provided herein, the seller shall only be liable to the buyer for wilful or grossly negligent acts, regardless of the legal nature of any possible liability.

IX. Governing Law and Jurisdiction

1. The contractual relationship between the parties is subject to and governed by the law of the Federal Republic of Germany.
2. The exclusive place of jurisdiction and venue with respect to all disputes arising out of or in connection with the business relationship between the parties shall be Fürth/ Odw.

X. General Provisions

1. Collateral agreements as well as changes or amendment to this contract shall only be valid if executed in writing. This shall also apply to this clause.
2. In the case that one of the provisions contained herein is or should become invalid, the other provisions shall remain in effect. An invalid provision shall be substituted by a provision which is legally permissible and reflects the commercial purpose of the invalid provision as closely as possible.



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