

≡ General Terms and Conditions of Business

I. Validity of our offers and these terms

Our offers are non-binding.

All orders are met under the terms and conditions below.

Deviant client terms and conditions not expressly accepted by us in writing are not binding on us even if we do not expressly contradict them.

II. Specification documents

We rely on the client's information where copyright is concerned. If as a result of lack of information order performance results in any breach of any third party right/s - particularly copyright - then the client shall be solely liable for same. The client must indemnify us in all such cases against all claims asserted by third parties and recompense us all legal costs incurred by us in same.

All and any originals, negatives, templates and other documents to be rendered by the client are to be delivered to our address free of charge. Same will be returned by normal mail unless otherwise specifically requested by the client.

In the event of loss or damage due to theft, fire, flooding etc. our liability is restricted to the amount of the usual fire, theft and mains water flood damage insurance cover unless due to any deliberate act or gross negligence on our part or that of our vicarious agents.

III Delivery dates

These are only binding if this is expressly agreed. They are to be laid down in writing if the entire order is written. Force majeure, industrial action, lockouts, incapacity for which we cannot be held liable - especially machinery breakdown, power loss or flooding for which we cannot be held liable - extend the delivery period by the duration of said hindrance.

The client must set an appropriate period of grace should the delivery period be exceeded except where this is unreasonable or the order involve fixed date transactions.

We are entitled to render part shipment/s unless this is self-evidently excluded or unreasonable for the client.

Claims for damages due to delayed performance in cases in which neither we nor our vicarious agents are guilty of any contributory deliberate act or gross negligence are limited to the amount foreseeable when contract was made unless the client expressly advised us of a higher liability risk when the contract was made.

IV. Terms and conditions of payment

Later changes at the client's request and any machinery down times resulting therefrom will be invoiced the client separately.

If no set price is agreed then our list prices valid on the date the order was made apply.

Invoices are due and payable immediately net.

In the event of arrears of payment we are entitled to invoice the actual damage suffered or interest of 2% above the German Central Bank discount rate at our discretion. In the latter case the client is entitled to submit proof that no interest, or less interest, accrued.

We expressly reserve the right to reject bills of exchange. Bills of exchange are only acceptable as payment. Discount and exchange expenses will always be born by the client and are due and payable immediately when

incurred. Bills of exchange are accepted without responsibility for correct submission or protest. Payment is considered rendered only when the amount of a bill of exchange or cheque has been credited to us.

The client may only set off against our claims of them counter-claims of their own that are undisputed, res judicata or accepted by us.

We reserve the right to demand appropriate down payment when accepting orders.

V. Shipment and packaging.

Shipment is at the buyer's risk. This remains the case if shipment is within the same locality or made by our personnel or our means of transport.

The client pays all shipment costs. Packaging, protection and shipping material cannot be returned to us unless this is expressly so agreed.

We are entitled but not obligated to insure shipments on behalf of the client and in their name.

VI. Complaints

If the client is a merchant in German law then he/she must inspect the goods immediately on receipt as part of his/her normal business practices and advise us in writing of any complaint/s / defect/s. §377 German Commercial Code (HGB) applies unrestrictedly.

In all other cases obvious defects are to be complained of within a week.

In the event of any complaint all documents associated with the order must be made available to us, as they are essential to check and process any such complaint.

The formats given are working formats and made smaller by cutting. If the client wants an exact format this must be expressly and clearly stated on ordering. No complaint is justifiable on this subject if this is not the case.

If the client gives no precise colour, brightness or contrast specifications for reproduction, duplication or copying then such characteristics will be left to our discretion.

Undercutting or exceeding quantities for production reasons by up to 5% does not justify complaint. The quantity supplied will be invoiced, including the sample/s made.

VII. Guarantee

If complaint is justified then we have the right to produce anew or to remedy at our discretion. Should either or both fail then the client may cancel the order or reduce the price.

If the goods supplied lack any promised characteristic or the client suffer any damage due to any defect in same caused by any deliberate act or gross negligence on our part or that of our vicarious agents then the client may claim damages for this. Any further liability is excluded unless we receive equivalent compensation from our suppliers.

VIII. Liability

Liability for damage due to any impermissible act by the client, any error in making contract or breach of any ancillary contractual duty or damage to, or loss of, any documents given us associated with the order is confined to monetary recompense and cases involving deliberate act or gross negligence on our part or that of our vicarious agents. Liability is otherwise restricted to our manufacturer's liability insurance coverage.

VIII. Title and reservation thereof

Composing negatives are Erler + Pless property. The goods supplied remain our property until paid for in full by the client. The client may sell or make further use of same in the course of their normal business. They herewith assign all claims due them arising out of such sale or other use in the amount of the value of the order awarded us to us. We herewith accept this assignation.

X. Place of performance and of jurisdiction

Place of performance and of jurisdiction for all disputes between us and our clients is our head office location if the client is a merchant in German law, a legal person in German public law or a separate estate in German public law. This remains the case if the client has no general place of jurisdiction in Germany on making contract, moves same after making contract outside Germany or has no known domicile at the time of making contract.

These terms and conditions were drafted by the Arbeitskreis Fotolabortechnik und Reproduktion e. V. (German Photo Laboratory Technology and Reproduction Association Working Group).

Managing partners: Simon Pless and Lewis Pless

Amtsgericht (county court) Hamburg HRB (Commercial Register) file reference 41740

