

Multi-Color Bingen Germany GmbH

General Conditions of Processing and Delivery (GCPD)

As per 24 July 2020

Section 1 Scope of Application

1. For all business transactions of Multi-Color Bingen Germany GmbH, hereinafter referred to as MCC, and the buyer, client or customer, hereinafter referred to as „Client“, these GCPD apply exclusively in addition to the other contractual agreements. MCC does not accept any other terms and conditions – even in case of unconditional performance of services or acceptance of payment – unless MCC expressly agrees to their applicability in writing.
2. These GCPD shall only apply to business transactions with entrepreneurs within the meaning of sec 14 of the German Civil Code (BGB); they shall also apply to all future business relationships without renewed incorporation until new GCPD are presented by MCC.
3. All agreements made between us and the Client within the scope of contract negotiations must be recorded in writing for reasons of proof and confirmed by both parties.
4. Collateral agreements, subsequent contract amendments and the assumption of a guarantee, in particular the warranty of characteristics, or the assumption of a procurement risk must be made in writing.

Section 2 Advise

1. MCC shall only advise the Client upon express request. Omitted statements shall not constitute advice.
2. The advice provided by MCC relates exclusively to the condition of its own products, but not to their use by the Client or his further customers; advice provided nevertheless on the application by the Client is not binding.
3. Advice provided by MCC, as product and service-related advice, extends exclusively to the products and services provided by MCC.
It does not extend to contract-independent advice, i.e. such explanations that are given without services being provided by MCC.
4. Advisory services of MCC are based exclusively on empirical values from the own company and include the state of the art of science and technology only without obligation.

Section 3 Conclusion of Contract

1. Offers made by MCC are non-binding, they are considered as an invitation to submit an offer.
2. The first processing of an offer is generally free of charge. Further offers and design works are only free of charge to the extent that the supply agreement becomes and remains valid.
3. Information, descriptions and photocopies of our goods and products, in particular in technical documents, catalogues, brochures, circulars, advertisements and price lists, are not binding, unless their incorporation into the contract has been expressly agreed; they do not release the Client from his own checks.
4. Colour and light fastness, resistance to humidity, heat and weather as well as drawings, illustrations, sizes, weights and other performance data shall only become part of the contract if they have been agreed in writing.
5. In principle, the order placed by the Client represents the offer to conclude the contract. If the order placed by Client deviates from the offer made by MCC, the Client shall mark the deviations separately.
6. The order shall contain all information on its execution. This shall apply to all deliveries, services, work and other performances of MCC. This includes in particular, but is not limited to, information on article description, quantity, sizes, material, raw material composition, pre-treatment, processing specifications, treatment regulations, storage, standards and all other technical parameters and physical identification data. Missing, incorrect or incomplete information shall be deemed as not expressly agreed and shall not constitute any obligation of MCC, neither in terms of performance and warranty nor in terms of claims for damages.
7. Orders shall be placed in writing or in (electronic) text form; orders transmitted orally or by telephone shall be carried out at the risk of the Client.
8. The order shall be accepted within 3 weeks after its receipt, unless a longer period of acceptance is provided for.
9. The services provided by MCC are specified in the order confirmation.
10. MCC reserves the right to process the delivery item or performance object or to have them processed in another establishment without additional costs for the Client.
11. If the Client withdraws an order that has been placed, MCC may charge 10% of the price of the goods or services for the costs incurred by the processing of the order and for loss of profit, without prejudice to the possibility of claiming higher actual damages. The Client reserves the right to prove that the actual damage is lower.
12. Samples of any kind, e.g. drafts, dummy samples, test prints, test lithographs etc. will be produced especially for the Client according to his specifications only after a previous order in this regard. These samples will be invoiced separately to the Client.

13. Sketches, drafts, test sets, test prints, first sample parts, correction proofs and similar preliminary work shall only be sent to the Client upon his express written request.

Section 4 Framework Agreements

1. If MCC and the Client have agreed on a framework agreement under which the complete annual requirement is manufactured and stored on call, the Client undertakes to accept the complete remaining quantity still in stock or to be manufactured after one year has elapsed from the date of the order. During the term of the framework agreement, any change to the ordered delivery item or service is only possible by means of a separate contractual agreement between MCC and the Client.
2. Unless otherwise agreed, all call-off orders shall be accepted within one year of the order being placed, without the need for a request for acceptance. If this period has expired, we are entitled to invoice the goods and to dispatch them at the expense and risk of the Client or to withdraw from the contract immediately.

Section 5 Amendments to the Contract

1. Subsequent amendments at the instigation of the Client, including the resulting machine downtime, will be charged to the Client. Subsequent changes are also considered to be repetitions of test prints which are requested by the Client due to minor deviations from the model copy.
2. Technical changes to the delivery item or service which do not endanger the contractual objective, in particular with regard to material and design, are reserved.

Section 6 Delivery Time

1. If a delivery or performance period has been agreed, it shall begin with the dispatch of the order confirmation, but not before complete clarification of all details of the order and the proper fulfilment of all obligations to cooperate on the part of the Client.
2. In case of mutually agreed changes to the subject of the order, delivery or performance periods and delivery or performance dates are to be agreed anew. This shall also apply if the subject matter of the contract has been renegotiated after the conclusion of the contract without any changes being made to the subject matter of the contract.
3. Delivery or performance periods and delivery or performance dates are subject to the reservation of non-defective and on-time delivery by subcontractors and unforeseeable production disruptions.
4. Delivery and performance periods shall be automatically extended by the period during which the Client does not fulfil his obligations to MCC. In particular, the delivery and performance deadlines shall be suspended for the duration of the examination of proofs, galley proofs, proofs, samples, etc. by the Client from the time of dispatch to the Client until final approval. This also applies accordingly to delivery and performance dates.
5. The delivery or performance time is deemed to have been met if the object of delivery or performance has left MCC's plant or MCC has notified completion for collection by the time of its expiry.
6. MCC is entitled to provide the agreed delivery or performance before the agreed time.
7. Partial deliveries or performances are permissible and can be invoiced separately.
8. In case of a culpably caused delay in delivery, MCC undertakes to compensate the Client for the damage caused by the delay to the statutory extent. This shall not apply to loss of profit and damages resulting from business interruptions.

Section 7 Default of Acceptance

1. If the Client does not accept the goods on the agreed delivery date or the expiry of the agreed delivery period due to circumstances for which he is responsible, we may demand compensation for any additional expenses incurred by us as a result.
2. If acceptance of the goods is delayed by the Client, MCC may charge storage costs of 0.5% of the invoice amount of the delivery items to be stored per full week. The due date shall be based on the acceptance times specified in the respective contractual agreements. The parties to the contract are at liberty to provide evidence of higher or lower storage costs. MCC is authorised to determine a suitable storage location at the expense and risk of the Client and to insure the delivery items or services.
3. Products to which the Client is entitled, in particular data and data carriers, shall only be archived by MCC beyond the time of delivery of the goods by express agreement and against special remuneration.
4. If MCC is entitled to claim damages in lieu of performance, MCC shall be entitled to claim 15% of the price as damages, without prejudice to the possibility of claiming higher actual damages, unless the Client proves that no damages were incurred at all or that the damages are significantly lower than the lump sum.

Section 8 Force Majeure

1. In cases of force majeure, the delivery and service periods of MCC are extended by the duration of the disturbance that has occurred.
2. This also includes, but is not limited to, circumstances for which MCC is not responsible, such as war, fire damage, strikes, lock-outs, traffic disruptions, orders from higher authorities, interruptions to operations or significant disruptions to operations, such as material or energy shortages at MCC, subcontractors or suppliers. This shall also apply if MCC was already in default when these circumstances occurred.
3. MCC shall notify the Client of the beginning and end of such obstacles as soon as they become known.
4. If delivery or performance is delayed by more than six weeks, both the Client and MCC shall be entitled to withdraw from the contract within the framework of the scope of performance affected by the default.

Section 9 Price / Payment

1. Unless otherwise agreed, the agreed prices shall be deemed to be the total price, per. 1,000 units or per unit in euros in accordance with the clause EXW (ex works) of INCOTERMS 2020 plus value added tax, customs, freight, packaging and transport insurance costs and other shipping costs. MCC will only insure the goods to be shipped upon express written request and at the expense of the Client.
2. MCC is entitled to change the agreed price if, after the conclusion of the contract, changes in costs occur due to collective agreements, changes in the price of materials or energy, and the total costs increase as a result. A price increase shall only take place to the extent that the total costs have increased. The change in costs will be proven to the Client on request.
3. MCC is entitled to make reasonable changes to the agreed price if cost increases occur before or during the execution of the order because the information and documents provided by the Client were incorrect or the Client wishes to make other changes.
4. Sketches, drafts, test sets, test prints, first sample parts, galley proofs, changes to delivered or transferred data and similar preparatory work initiated by the Client as well as data transfers will be charged to the Client separately. This also applies if a series order is placed. A separate charge will also be made if no print order is finally placed.
5. MCC is entitled to demand a reasonable advance payment upon conclusion of the contract. Interest shall not be reimbursed for this.
6. Unless otherwise agreed, invoices shall be payable within 20 days net from the date of invoice. They are payable without deductions. In case of non-payment, the Client shall be in default without further reminder.
Discounts, rebates and partial payments require a separate written agreement.
7. Regulation by bill of exchange requires a separate prior agreement with MCC. Discount charges and bill charges shall be borne by the Client. Settlement of invoices by cheque or bill of exchange shall only take place on account of performance Erfüllungshalber and shall only be deemed payment after unconditional crediting.
8. If MCC has several outstanding claims against the Client, and if the Client's payments are not made on a specific claim, MCC is entitled to determine which of the outstanding claims has been paid.
9. In case of delayed payment, deferment of payment or partial payment, MCC is entitled to demand interest on arrears at a rate of 9 percentage points p.a. above the respective base interest rate and to withhold further performances until all due invoices have been settled. The right to prove higher damages is reserved.
10. By placing the order, the Client confirms his solvency and/or creditworthiness. In case of justified doubts about the solvency or creditworthiness of the Client, MCC shall be entitled to demand advance payment or suitable security for the performances to be provided by the Client. If the Client is not prepared to pay in advance or to provide security, MCC shall be entitled to withdraw from these contracts after a reasonable period of grace and to claim damages for non-performance.
11. Granted periods allowed for payment shall cease to apply and outstanding claims shall become due for payment immediately if an application is made for the opening of insolvency proceedings against the assets of the Client or if the Client has made incorrect statements about his creditworthiness or in case of other justified doubts about the Client's ability to pay or creditworthiness.
12. The Client shall only be entitled to set-off rights against claims of MCC if the counterclaim is undisputed or has been established finally and absolutely. The assignment of claims directed against MCC requires the consent of MCC.
13. The Client shall only have a right of retention if the counterclaim is based on the same contractual relationship and is undisputed or has been established finally and absolutely.
14. The payment dates shall remain valid also if delays in delivery occur without any fault of MCC.
15. For first orders, MCC is entitled to charge reasonable and customary one-off programming and set-up costs in addition to the contractually agreed prices for the delivery item.
16. If value added tax is not included in our invoice, in particular because, based

on the information provided by the Client, we assume an „intra-Community supply“ within the meaning of sec 4 No. 1 b in connection with sec 6 a of the German Value Added Tax Act (UStG) and MCC is subsequently charged with a value added tax (sec 6 a IV of the German Value Added Tax Act), the Client shall be obliged to pay the amount charged to MCC to MCC. This shall apply in all cases in which MCC has assumed that the invoice is tax-free or non-taxable. This obligation exists regardless of whether MCC is required to pay value-added tax, import-turnover tax or comparable taxes subsequently in Germany or abroad.

Section 10 Performances

1. Place of performance for the services ordered is, as far as wet glue labels are concerned, the MCC plant in Bingen. For all other services, place of performance is the MCC plant in Gau-Bickelheim. Unless otherwise agreed in writing, the Client shall pick up the goods there after notification of completion.
2. Place of performance for payments to be made to MCC under the business relationship is the registered office of MCC in Bingen.
3. The Client shall be obliged to accept the goods as soon as he has been notified by MCC that the services ordered have been completed. If the Client does not accept the services within 2 weeks of notification, acceptance shall be deemed to have been effected.
4. The risk of any defects in the goods shall pass to the Client with the declaration of readiness for printing, unless these are defects that only arose or could be detected in the production following the declaration of readiness for printing.
5. The risk of destruction, loss or damage to the goods shall pass to the Client upon notification of completion of the goods. If dispatch has been agreed, the risk shall pass to the customer upon dispatch of the goods or their delivery to the commissioned transport company.
6. Unless otherwise agreed, MCC shall determine the kind and extent of packaging. Disposable packaging shall be disposed of by the Client.
7. If the shipment is made in loaned packaging, this must be returned carriage paid within 30 days of receipt of the delivery. Loss and damage of the loaned packaging is the responsibility of the Client. Loaned packaging may not be used for other purposes or to accommodate other objects. They are only intended for the transport of the delivered goods. Labels may not be removed.
8. If the goods are damaged or lost in transit, an inspection must be carried out immediately and MCC must be notified thereof. Claims arising from any damage in transit must be made to the freight forwarder by the Client without delay.

Section 11 Delivery

1. MCC shall not be liable for damage caused by incorrect or inaccurate labeling and marking of goods made available or other supplies. Goods made available and other supplies, in particular data carriers and transmitted data, provided by the Client or by a third party engaged by the Client are not subject to any obligation of examination by MCC.
2. The goods to be processed shall be inspected by MCC for externally visible damage. MCC is not obliged to carry out further controls. The Client shall be notified of any detected defects within 10 working days of the discovery of the defect.
3. The Client is obliged to compensate MCC for all damages, including loss of profits, which MCC incurs through making available of material and data that cannot be processed.
4. MCC shall be entitled to a right of retention in accordance with sec 369 of the German Commercial Code (HGB) to the printing and stamp templates, scripts, raw materials and other objects supplied by the Client until all due claims arising from the business relationship have been met in full.
5. The objects made available to MCC by the Client shall be stored for a maximum period of two years after their last use. After this period has expired, MCC shall be entitled to destroy them, unless the Client has expressly requested the return of the objects to MCC in writing before the expiry of the period.

Section 12 Duties of Inspection and Complaints

1. The Client is obliged to inspect the goods for defects and damage, in particular preliminary and intermediate products sent for correction, in accordance with sec 377 of the German Commercial Code immediately after delivery and to notify MCC of any at the inspection and/or subsequently discovered defects and damage immediately after their discovery, as well as to provide MCC with a retention sample of the delivery concerned. The provisions of sec 377 German Commercial Code shall apply accordingly to services and work performance. Notifications of defects must be made in writing.
2. If the Client uses recognisably defective deliveries or services, the Client may not demand compensation from MCC for any damages incurred as a result. This shall apply in the event that a defect could not be discovered upon receipt of goods or provision of services, accordingly from the time of discovery of the defect by the Client. The burden of proof that a hidden defect exists shall be borne by the Client.
3. The Client shall hand over to MCC the goods complained about and grant MCC the time necessary to examine the defect complained about. In the event of unjustified complaints, MCC reserves the right to charge the Client for the inspection costs incurred.

4. The notification of defects does not release the Client from the obligation to meet his payment obligations.
5. Defects in parts of the delivered goods do not entitle the Client to complain about the entire delivery, unless the partial delivery is of no interest to the Client.
6. No complaint can be made about deviations in the delivery or service to be provided by MCC, in particular in cutting accuracy, fidelity of reproduction to the original, tonal value and quality of the print media (paper, cardboard, etc.), if these deviations can be qualified as customary in the industry or trade. In particular, such tolerances imposed on MCC by MCC's suppliers shall also be deemed customary in the industry or trade vis-à-vis the Client.
7. In case of reproductions in all manufacturing processes minor deviations from the original cannot be objected to. The same applies to the comparison between other templates (e.g. proofs, press proofs) and the final product.
8. In the event of an incorrect delivery of goods acknowledged by MCC, MCC will replace the incorrect goods only and will not accept any additional costs. A replacement delivery will be arranged as soon as possible.

Section 13 Warranty

1. If there is a defect in the goods or services supplied by MCC, MCC is entitled to choose, at its discretion, whether to remedy the defect, supply a replacement or issue a credit note.
2. The Client may also remedy the defect after consultation with MCC.
3. Claims of the Client for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded if the expenses are increased because the goods were subsequently taken to a place other than the Client's place of business.
4. Excess or short deliveries of up to 10% of the ordered quantity cannot be objected to. For deliveries from paper custom-made products under 1,000 kg, the percentage increases to 20%, under 500 kg to 50%. In any case, the delivered quantity will be charged.
5. If the labels are stored under conditions other than a temperature of 20°C and a relative humidity of 50%, the shelf life of the labels may be less than two years
6. The warranty for defects which do not or only insignificantly affect the value or the usability is excluded.

Section 14 Defects of Title

1. Orders in accordance with drawings, sketches or other information provided to MCC shall be carried out at the risk of the Client. If MCC infringes third party industrial property rights as a result of the execution of such orders, the Client shall indemnify MCC against claims by these holders of rights. The Client shall bear any further damages.
2. MCC shall not be liable for any infringement of industrial property rights in connection with the application of the goods or services supplied or with the combination or use of the goods or services supplied with other products.
3. In case of defects of title, MCC is entitled, at its discretion, to obtain the necessary licenses with respect to the infringed industrial property rights, or to remedy the defects of the delivery item or service by providing a delivery item or service that has been modified to an extent reasonable for the Client.
4. Apart from that the liability of MCC for the infringement of third party industrial property rights only extends to such industrial property rights which are registered and published in Germany.
5. The transfer or granting of industrial property rights and copyrights, in particular of existing industrial property rights of MCC to the Client, is not part of the delivery or service to be provided by MCC. The kind and scope of the rights of use or industrial property rights to be granted shall be subject to a separate contractual agreement.
6. The operating objects used by MCC to execute the order, such as data, films, lithographs, tools and print media, shall remain the property of MCC, even if they are invoiced separately, and shall not be delivered; MCC shall be entitled to any copyrights.
7. All ideas and documents, in particular samples, dummies, sketches, drafts, technical information, lithographs, test prints, etc., designed by MCC are subject to the protection of intellectual property rights of MCC and may not be used or exploited in any form without the consent of MCC, unless these products have been manufactured exclusively in accordance with the information and requirements of the Client.
8. If MCC manufactures products on behalf of the Client according to drawings, models, samples or other technical documents provided by the Client, or according to process requirements specified by the Client, the Client assumes responsibility for ensuring that the industrial property rights of third parties are not infringed. If third parties by invoking existing industrial property rights disallow MCC in particular to manufacture and supply such products, MCC is entitled, without being obliged to consider the legal position, to cease all further activities to the extent concerned and to claim damages from the Client, unless the Client assumes responsibility for defending against the allegation of infringement of industrial property rights and bears all costs associated therewith.
9. Upon delivery of such drawings, documents and the like, as well as the desired success of the procedure and the specified recipes and the underlying use of materials etc., the Client shall indemnify MCC against all claims by third parties in this connection.

Section 15 Liability

1. In case of ordinary negligence, MCC shall only be liable in case of a breach of an essential contractual obligation. In case of gross negligence, MCC shall also be liable for breach of non-essential contractual obligations. Essential contractual obligations are those contractual obligations the fulfilment of which are essential to make the execution of the contract possible at all and on the observance of which the contractual partner may rely. In cases of ordinary negligence, liability is limited to foreseeable damage typical for the contract.
2. In case that warranted characteristics are missing, the liability of MCC is limited to the scope and amount of the MCC product liability insurance. The scope of cover corresponds to the non-binding recommendations for product liability insurance of the German Insurance Association (Gesamtverband der Deutschen Versicherungswirtschaft). The amount of cover for the insured events covered by the insurance contract is USD 2 million (equivalent to the value of EUR 862,100.- on 24 July 2020) per insured event and insurance year.
3. Claims for damages due to wilful or grossly negligent breach of contractual duties by MCC, claims for personal injury (life, body and health) and claims arising from the German Product Liability Act (Produkthaftungsgesetz) are subject to statutory provisions.
4. MCC is liable for tortious claims in line with the contractual liability.
5. Any liability for damages going beyond the above provisions is excluded.
6. The Client's right of recourse against MCC exists only insofar as the Client has not made any agreement with its customer that goes beyond the statutory claims for defects and damages.
7. MCC's liability is excluded to the extent that the Client for its part has effectively limited its liability towards its customer.
8. To the extent that the liability of MCC is excluded or limited, this shall also apply to the personal liability of the employees, workers, staff, representatives, agents and vicarious agents of MCC.
9. To the extent that liability is excluded or limited pursuant to the above, the Client is obliged to indemnify MCC also against claims of third parties upon first demand.
10. With regard to items provided to MCC by the Client, in particular documents or data carriers, the standard of fault is limited to the care that MCC would apply in its own affairs („diligentia quam in suis“).
11. In all other respects, the statutory provisions shall apply.
12. The Client is obliged to notify MCC immediately in writing of any claims asserted by third parties and to reserve to MCC all defensive measures and settlement negotiations.

Section 16 Limitation

1. The limitation period for claims and rights due to defects in MCC's products, services and work and the resulting damages is 1 year. The start of the limitation period is governed by the statutory provisions. This does not apply insofar as the law prescribes longer periods in the cases of secs 438 para. 1 No. 2, 479 and 634 a para. 1 No. 2 of the German Civil Code.
2. The limitation period under the preceding paragraph 1 shall not apply in case of intent, if MCC has fraudulently not disclosed the defect, in case of claims for damages for personal injury or freedom of a person, in case of claims under the German Product Liability Act and in case of a grossly negligent breach of duty.
3. Subsequent performance measures shall neither suspend the limitation period applicable to the original provision of services nor allow the limitation period to begin anew. Sec 212 of the German Civil Code remains unaffected.

Section 17 Acquisition of Ownership

1. MCC reserves the right of ownership of all contractual objects until all claims to which MCC is entitled from the business relationship with the Client have been settled in full. MCC reserves all property rights and copyrights to the illustrations, drawings, calculations and other (technical) documents provided.
2. If MCC's property is processed, combined or mixed with property of a third party, MCC shall acquire ownership of the new object in accordance with sec 947 of the German Civil Code.
3. If processing, combining or mixing is carried out in such a way that the third party service is to be regarded as the main item, MCC acquires ownership in proportion to the value of the MCC service to the third party service at the time of processing, combining or mixing.
4. If MCC acquires ownership of an object through its performance, MCC retains ownership of this object until all existing claims arising from the business relationship with the Client have been settled.
5. The Client is obliged to keep the objects subject to retention of title carefully and, if necessary, to carry out maintenance and repair work in good time at his own expense. The Client must insure the reserved objects against loss and damage at his own expense. Any security rights arising in the event of damage are to be assigned to MCC.
6. The Client shall be entitled to resell the object, which is (co-)owned by MCC, in the ordinary course of business, as long as the Client meets its obligations arising from the business relationship with MCC. In this case, the claim arising from the sale shall be deemed assigned to MCC in proportion to the value of the MCC service secured by the retention of title to the total value

of the goods sold. The Client shall remain entitled to collect this claim even after the assignment. The right of MCC to collect this claim itself shall remain unaffected.

7. The Client's right to dispose of the goods subject to MCC's reservation of title and to collect the claims assigned to MCC shall lapse as soon as the Client no longer meets its payment obligations and/or an application is made for the opening of insolvency proceedings. In these aforementioned cases, as well as in case of any other conduct of the Client in breach of the contract, MCC shall be entitled to demand the return of the goods delivered under retention of title without the need for a reminder.
8. The Client shall inform MCC immediately if there is any danger to its reserved property, in particular in the event of insolvency, illiquidity and enforcement measures. At the request of MCC, the Client must provide all necessary information on the stock of goods in the (co-) ownership of MCC and on the claims assigned to MCC, as well as inform its customers of the assignment. The Client shall support MCC in all measures necessary to protect the (co-) ownership of MCC and shall bear the costs resulting therefrom.
9. In respect of all claims arising from the contract, MCC is entitled to a lien on the Client's property which has come into the possession of MCC on the basis of the contract. The lien may also be asserted for claims arising from previous deliveries or services, insofar as these are related to the object of delivery or service. The right of lien applies to other claims arising from the business relationship, insofar as this right of lien is recognised or has been legally established. Secs 1204 et seq. of the German Civil Code and sec 50 para. 1 of the German Insolvency Code (InsO) shall apply accordingly.
10. If the realisable value of the securities exceeds the claims of MCC by more than 10%, MCC shall, at the request of the Client, release securities at its own choice to this extent.

Section 18 Material Processing

If the Client provides MCC with materials for processing, the following supplementary provisions shall apply:

1. Material of any kind procured by the Client shall be delivered to MCC free of charge.
2. The goods to be processed are only inspected by MCC upon delivery for externally recognisable defects and damage. MCC is not obliged to carry out further inspections. The Client shall be notified of any detected defects or damage within 10 working days of the discovery of the defect.
3. The goods made available to MCC must consist of a material of suitable quality and easy to process. If these requirements are not met, MCC shall inform the Client of the additional work required and of the resulting price increase. If the Client does not agree with the price change, Client has the right to withdraw from the contract. Withdrawal must be effected immediately after MCC has informed the Client of the changed conditions. If the Client declares its withdrawal, Client shall be obliged to pay an appropriate amount of compensation for the work already carried out.
4. If the goods provided to MCC prove to be unusable due to material defects, MCC shall be reimbursed for the processing costs incurred.
5. If the Client provides the material, the packaging material and waste materials due to unavoidable waste in connection with print form adjustments and production runs, processing by trimming, punching and the like shall remain with MCC.
6. If the Client provides print films, then only in connection with corrected proofs.
7. In case of digital templates/data provided by the Client, these must be prepared and formatted in accordance with the specifications of MCC. If this is not the case, the Client shall be excluded in this respect with a notice of defects. In case of data transmissions, the Client must use state-of-the-art protection programs for computer viruses prior to transmission. The Client alone is responsible for data backup. MCC is entitled to make a copy.
8. MCC shall not be liable for damage caused by inaccurate labelling and marking of goods delivered by the Client.
9. The Client is obliged to compensate MCC for all damages, including loss of profits, which MCC incurs through the provision of material that cannot be processed.
10. MCC shall not provide any compensation for rejects that are customary in the industry.

Section 19 Tools

1. In case of tools belonging to the Client or tools provided on loan by the Client, the liability of MCC in respect of storage and maintenance is limited to the care exercised in its own affairs. The Client shall bear the costs of maintenance and insurance. The obligations of MCC established in accordance with this section 19 shall expire if, after completion of the order and a corresponding request to the Client to collect the tools, the Client has not collected the tools within 14 days of the request.
2. As long as the Client does not fully comply with its contractual obligations, MCC shall have a right of retention to the tools.

Section 20 Galley Proofs and Proofs

1. Galley proofs and proofs must be checked by the Client for typesetting and other errors and returned to MCC with a declaration that they are ready for printing. Changes made by telephone shall be confirmed in writing.
2. For errors that the Client overlooks in the course of checking the galley proofs and proofs, the Client is excluded from making a later complaint, unless the errors were not recognisable.
3. The Client is responsible for errors in the copy templates provided.

Section 21 Non-Disclosure

1. The Client undertakes to treat all aspects of the business relationship worthy of protection as confidential. In particular, the Client will treat all commercial and technical details which are not public knowledge and which become known to him through the business relationship as business secrets. Information or aspects of the business relationship that were already publicly known at the time of disclosure, as well as such information or aspects of the business relationship that were demonstrably already known to the contractual partner prior to disclosure by MCC, are not subject to the confidentiality obligation. The Client shall ensure that its employees also safeguard the legitimate confidentiality interests of MCC.
2. The documents provided to the Client may only be reproduced within the scope of operational requirements and copyright regulations.
3. All documents may not be made available to third parties, either in whole or in part, without the written consent of MCC, nor may they be used beyond the purpose for which they were provided to the Client.
4. Procedures that MCC has made available or known to the Client, in whatever form, may only be used for the purpose intended or specified in the agreement; disclosure to third parties is not permitted without the express consent of MCC.
5. Any disclosure, even partial, of the business relationship with MCC to third parties may only be made with the prior written consent of MCC; the Client shall also oblige the third parties to maintain secrecy under a similar agreement. The Client may only advertise the business relationship with MCC with prior written consent.
6. The Client shall be obliged to maintain secrecy even after the end of the business relationship.

Section 22 Governing Law

1. Place of jurisdiction is, at the choice of MCC, the court competent for the place of business of MCC in Bingen or the place of jurisdiction of the Client.
2. The law of the Federal Republic of Germany shall apply exclusively to the business relationship with the Client. The applicability of the CISG – „Vienna Sales Law“ – is excluded.
3. The language of the contract is German.