

General Terms and Conditions of Carl Valentin GmbH

Section 1 Incorporation of our General Terms and Conditions

1. The contractual relationship between us and our customer's shall be governed exclusively by the following General Terms and Conditions as in effect at the time of contract conclusion (available at: <https://www.carl-valentin.de/agb>).
2. Our customer's General Terms and Conditions are expressly objected to. Deviating or conflicting General Terms and Conditions shall only be recognised by us if their application has been expressly agreed to in writing. The performance of the contractually agreed service shall not be deemed to be consent to any deviating or conflicting General Terms and Conditions.

Section 2 Conclusion of Contracts/Offers

1. Contracts shall be deemed concluded upon our written confirmation of the order. Such confirmation may be replaced by our invoice for the goods/items delivered.
2. Special agreements shall only be valid if confirmed by us in writing.
3. Our offers shall be subject to change without notice.
4. Documents that form part of our offers, such as illustrations, drawings, weight and dimension specifications, or other technical data, as well as information contained in our catalogues and on our website, shall only be approximately authoritative unless expressly designated as binding.
5. We reserve title and copyright in cost estimates, drawings, and other documents provided to our customers. Documents provided by us may not be made accessible to third parties unless there is a statutory obligation to disclose them or we have given our express written consent to such disclosure. We undertake to make information and documents designated by our customers as confidential accessible to third parties only with the customer's consent.

Section 3 Changes to the Goods to be Delivered

We reserve the right, during the delivery period, to modify the design or form of the goods to be delivered by us to reflect technical improvements or statutory requirements, provided that such modifications do not significantly alter the goods to be delivered by us and remain reasonable for the customer.

Section 4 Delivery Periods/Partial Deliveries/Delay Damages

1. Delivery periods refer to the time of dispatch ex works and provide only an approximate indication of the delivery time.
2. The delivery period shall not commence before fulfilment of our customers' contractual obligations necessary for delivery, in particular the provision of documents and information to be supplied by the customer, as well as payment of any agreed advance.
3. The delivery period shall be extended in the event of measures taken in the course of industrial disputes and upon the occurrence of unforeseen events beyond our scope of influence, insofar as such events demonstrably have a significant impact on the manufacture of the goods to be delivered. This shall also apply if such circumstances arise at our suppliers. The delivery period shall be extended in line with the duration of such measures and events. The aforementioned circumstances shall not be attributable to us even if they occur during a period in which we are in default.
4. Partial deliveries shall be permissible within the delivery periods, provided that they do not disadvantage the customer in the use of the goods to be delivered.
5. Claims by our customers for damages arising from delayed delivery shall be excluded unless the delay was caused by gross negligence or wrongful intent on our part.

Section 5 Reservation of Self-Supply

We cannot assume any procurement risk and are therefore entitled to withdraw from contracts with our customers where, despite timely ordering, our suppliers fail to deliver the goods. Our liability for wrongful intent and gross negligence shall remain unaffected. If we intend to withdraw, we shall inform our customers without delay of the non-availability of the goods to be delivered and shall exercise our right of withdrawal without delay. In the event of withdrawal, we shall reimburse without delay any consideration already received.

Section 6 Transfer of Risk

The risk shall pass to our customer at the moment when the delivery leaves our works. In the event that we take back the goods, the risk shall revert to us at the moment when the goods are brought into our works.

Section 7 Warranty and Liability

We shall provide warranty for defects in the goods/items to be delivered, to the following extent:

1. As a general rule, purchase contracts shall be governed by statutory warranty law. However, the limitations set out in paragraphs 2 – 7 below shall apply.
2. The choice of remedy for supplementary performance (replacement delivery or repair) lies with us.
3. The information regarding the delivery items in our catalogues and on our website, which in any case is only approximate, shall conclusively determine the characteristics of the items to be delivered and shall not constitute assurances or guarantees.
4. In the case of obvious defects in the item to be delivered, our customer shall be obliged to notify us of the defect without delay, i. e. no later than within 10 days after delivery. In the case of non-obvious defects, the customer shall be obliged to notify us of the defect without delay, i. e. no later than within 10 days after discovery. If defects are not reported in due time, the customer shall lose their warranty rights.
5. If our customer undertakes warranty repairs themselves, we shall not be obliged to replace wear parts, but only to supply, free of charge, those spare parts or materials covered by the warranty claim. Our customer shall be obliged to use only spare parts or materials supplied or recommended by us.
6. Warranty claims shall cease to apply
 - if our customer alters the delivery item without our consent or has it altered by third parties and this renders defect rectification impossible or unreasonable; if alterations cause additional costs, these shall be borne by our customer,
 - if a defect is attributable to fault on the part of our customer, in particular defective maintenance, assembly errors, improper handling or storage of the contractual item,
 - if they are based on the occurrence or existence of wear of wear parts, in particular the pressure roller, slip clutch or brake; a wear part is understood to be a part of the delivery item which inevitably becomes worn due to normal use and must be replaced regularly,
 - if they are based on external damage to the printhead surface (in particular scratches), insufficient cleaning, or overheating of the printhead caused by the customer, in which case installation of a new printhead must be carried out in accordance with the applicable EMC regulations.
7. Claims for damages due to defects in the item to be delivered shall only exist if wrongful intent or gross negligence is attributable to us, our legal representatives or our vicarious agents. In the event of injury to life, body or health, we shall also be liable in cases of ordinary negligence on the part of ourselves, our legal representatives or our vicarious agents. In all other respects, our liability shall be excluded.

Section 8 Withdrawal from the Contract

1. We shall be entitled to withdraw from a concluded contract in the following cases:
 - if we are prevented from delivery due to force majeure,
 - if we become aware of a significant deterioration in the customer's financial circumstances,
 - if the customer ceases payments, insolvency proceedings concerning the customer's assets are opened, or the opening of such proceedings is rejected for lack of assets, or enforcement is levied against the customer's assets,
 - if the customer is in default with a payment from a previous delivery.
2. Withdrawal for the aforementioned reasons shall not prevent us from asserting claims for damages due to non-performance.

Section 9 Retention of Title/Insurance Obligation in the Case of Retention of Title

1. Until the purchase price has been fully paid, we shall retain title to the goods delivered by us.
2. In case our customer resells the goods while our retention of title remains in effect, the customer hereby assigns to us, by way of security, the claims arising from the resale against the purchaser in the amount of the purchase price owed to us plus the applicable statutory VAT.
3. The customer shall remain entitled to collect the claims even after assignment. The customer's authority to collect the claims shall remain unaffected by the assignment. We undertake not to collect the claims as long as the customer fulfils their payment obligations to us and is not in default.
4. If the customer further processes or incorporates an item purchased from us, such processing or incorporation shall always be deemed to be carried out for us. We shall acquire co-ownership of the item manufactured. Our co-ownership share shall be determined by the ratio of the value of the delivered item to the value of the finished new product resulting from further processing or incorporation, as at the time of such processing.
5. At the customer's request, we shall release securities to which we are entitled, to the extent that the value of such securities exceeds the value of the claims to be secured by at least 20 %.
6. Our customer shall not be entitled to pledge or assign by way of security the goods that are subject to retention of title.
7. Our customer shall be obliged to inform us without delay of any third-party attempts to seize the goods subject to retention of title or the claims assigned to us, and to inform enforcement officers or other third parties of our ownership rights where necessary. The same shall apply in the event of damage or loss.

Section 10 Prices, Payment, Packaging and Shipping

1. Unless otherwise agreed, our prices shall apply ex works (FCA Incoterms®) without packaging, shipping costs or insurance costs. VAT at the statutory rate applicable at the time shall be added to the prices.
2. Price changes shall be permissible if more than four months elapse between contract conclusion and the agreed delivery date. If wages or material costs increase thereafter until completion of delivery, we shall be entitled to increase the prices in line with the cost increases. The customer shall only be entitled to withdraw from the contract if the price increase exceeds the general increase in the cost of living by more than an insignificant amount.
3. Unless otherwise agreed in individual cases, payments shall be made within 30 days from the invoice date.
4. The customer shall not be entitled to withhold payments or to set off against any counter-claims disputed by us.
5. The minimum order value per order is EUR 25. For orders below this minimum value, a surcharge of EUR 10 shall be levied.

Section 11 Costs of Cancellation of an Order/Liquidated Damages

1. If our customer unjustifiably withdraws from a concluded contract, we may demand 10 % of the purchase price/order volume as liquidated damages.
2. We shall be entitled to prove and claim higher actual damages in individual cases.
3. Our customer shall be entitled to prove that no damage or less damage than the liquidated damages pursuant to paragraph 1 above has been incurred.

Section 12 Software

In the case of the purchase of software (Labelstar Office or other software products), the provisions of the enclosed end-user licence agreement shall apply in addition to the provisions of these General Terms and Conditions.

Section 13 Limitation Period

The limitation period for defect claims of our customers shall be 12 months, unless a consumer goods purchase is involved. If a consumer goods purchase is involved, the limitation period for defect claims for used delivery items shall be 12 months, otherwise 24 months. In the event of injury to life, body or health, the statutory limitation periods shall apply.

Section 14 Place of Performance/Jurisdiction

1. The place of performance is Villingen-Schwenningen.
2. The place of jurisdiction for all contracts with merchants and legal entities under public law and special funds under public law is agreed to be Villingen-Schwenningen.
3. We may also, at our discretion, bring an action at our customer's principal place of business.

Section 15 Applicability of German Law

All contracts concluded with us shall be governed exclusively by German law - even where foreign elements are involved (in particular orders from abroad or deliveries abroad) - with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

Section 16 Severability of Contractual Provisions

Should any clause in these terms and conditions be wholly or partially invalid, the remaining content or clauses shall continue in full force and effect.