

General Terms & Conditions

of Trade Conditions of delivery and payment

In addition to our price lists, the following conditions shall apply to our deliveries:

Any agreements and offers shall be subject to the following terms and conditions. They shall be deemed as being accepted on placing the order. The purchaser's deviating terms and conditions shall not be recognised unless expressly agreed upon in writing, they are not binding even if not objected by us.

1. Orders

Our offers are not binding and subject to change without notice. Any order shall be accepted by us as binding only if acknowledged in writing.

2. Charging of sketches, drawings, blocks, etc.

Sketches, drawings, blocks, lithographs, trial prints and samples which are made on the basis of an order shall be charged for the customer, even if the order has not been executed due to reasons caused by the customer. Sketches, blocks etc. ordered by the customer shall also be charged, if no order has been placed for the delivery of advertising matches. Offset plates, lithographs, negatives, blanking presses etc. including diapositives provided by the customer shall remain our property or the property of the printery engaged to carry-out this job, even if charged separately.

3. Copyright

The examination in view of the rights of reproduction and the content of all printer's copies shall be the sole responsibility of the ordering party. When using sketches created by us or the supplier's plant, copyright and the right of reproduction shall remain with us or the supplier's plant, unless otherwise agreed upon.

4. Insurance

If manuscripts, original items, printed items, negatives and other objects produced by the ordering party or by us on behalf of the ordering party are to be insured against theft, fire, water or any other risks, the ordering party alone shall be responsible to effect this insurance at his expense. We shall be liable for the said objects only in the course of reasonable care.

We also shall not be liable for those objects of the ordering party which have not been reclaimed by the ordering party within four (4) weeks after the settlement of the order.

5. Galley slips and setting errors

Galley slips and proof copies shall be accurately checked by the ordering party for setting and other errors and be returned to us with the declaration "ready for printing".

Setting errors are corrected without charge.

Printing documents made by us, of which the ordering party and/or the customer will be given a copy, shall be carefully and accurately checked by the ordering party and/or the customer, because they are regarded as acknowledgement of the execution of printing. Changes/printing modifications communicated by telephone shall be agreed upon by the ordering party immediately in writing.

We shall not be liable for errors overlooked by the ordering party.

If the ordering party and/or the customer do not ask for the said proof sheets, we shall be liable only in case of gross negligence.

If galley slips or proof copies are declared to be ready for printing, any costs resulting from the ordering party's request for changing the set or blocks subsequently, shall be at expenses of the ordering party.

Furthermore, any costs for changes/modifications demanded which can be ascribed to illegibility of missing definiteness/clarity of the print manuscript shall be paid by the ordering party. Otherwise, terms and conditions contained in our price lists for the delivery and pricing of proof sheets shall apply.

6. Colour deviations

Slight deviations in print/colour cannot be avoided in any case. Coloured reproductions (in all printing processes) are normally subject to slight deviations from the original and changes of the print form caused by a lamination or varnish and shall not justify a complaint about defects. The same shall apply to a comparison between possible colour copies and proof copies and prints of large quantities. The determination of colour shades with standard designs

7. Wood dyeing

We shall not give any warranty to keep exactly to colours of natural-coloured matchwood and even to later discolouring caused by the influence of phenol-containing substances.

8. Material deviations

Deviations from the quality of cardboard delivered to us and/or any other material shall not give cause for complaint, unless explicitly admitted in the terms and conditions of delivery of the paper/cardboard industry respectively of the ancillary industries.

Differences between proof copies and large quantities based on these material deviations shall not be regarded as being defect.

9. Packaging

Packaging shall be free of charge as far as delivery is effected by using normal/standard packaging. Packaging material cannot be returned.

10. Shipment

We deliver our goods at our discretion ex work or ex warehouse free to the next railway station resp. post office, unless otherwise agreed upon for small quantities to be delivered. Consignments from 25,000 boxes/books shall be free domicile. Possible extra costs due to special type of transport requested by the ordering party shall be paid by the purchaser.

11. Excess or short shipment

Sometimes it is impossible to produce the exact quantities required, because of technical reasons during production. Therefore, we shall reserve the right to deliver more or less of the quantities ordered up to max. 10% of the agreed order price.

12. Storage and provision

Semi-finished and finished products shall be stored and kept if agreed upon prior to shipment. These storage costs shall be paid by the ordering party. According to prior agreement, we shall be entitled to charge for this storage and the provision of material required in form of payment in advance.

13. Right of lien and reservation of title

We shall reserve the right of lien in semi-/finished products or any other item delivered until all accounts receivable that have arisen from the business relation between us and the purchaser/ordering party have been paid.

We shall reserve the title in any goods until all and any of our claims versus purchaser including complete payment of the purchase price and any other claims that have arisen from the business relationship between us and the purchaser have been settled.

However, the purchaser shall be entitled to dispose of the goods in the normal course of business. Any other dispositions, in particular, pledging, transfer of ownership by way of security, shall not be allowed.

In the event of a levy of execution, seizure attachment or any other disposition by a third party the purchaser shall notify us thereof without delay and make available to us all information and documents for safeguarding our rights.

The purchaser shall assign to us any claims arising from possible reselling of goods to third party until all accounts receivable have been settled.

However, on purchaser's request we shall undertake to release the goods under reservation of title and/or the claims assigned to us insofar as their value will exceed the claims we are entitled to by more than 25%. We shall reserve the right to select items/goods or claims to be released by us. Otherwise, our purchasers shall be entitled to collect any claims assigned to us by themselves as long as they fulfil their obligations to pay.

14. Indication of quantities/contents required by law

According to the German Packaging Directive for finished packs (law on weights and measures) the indication of quantities contained in match and lighting material packages is obligatory. These regulations are valid only for matches intended for sale.

Marking is usually effected in the lower grooving of advertising matchbooks below the striking surface or on one side of the matchboxes.

15. Delivery dates, deliveries

If no specific delivery dates are arranged, but a term of delivery based on definite periods of time, the delivery time shall first begin once the ordering party will have declared that the order is "ready for printing" (see para. 5).

If the ordering party asks for changes/modifications of the order after this date, such that the manufacturing period is affected, time of delivery shall commence again at the date of the acknowledgement of such a change/modification.

We shall not be liable for delays in delivery due to non or bad delivery of our suppliers. Our goods shall be regarded as being delivered in time on leaving our plant for shipment (see subpara. 9), or if it is interrupted by influences beyond our control. In this case, goods shall be temporarily stored.

16. Delay of delivery

The term of delivery shall begin as stipulated in subpara. 5 and 15 herein (declaration "ready for printing").

In any event of force majeure, particularly in case of strikes of any nature whatsoever, lockouts, wars, late self-supply, fire and any other unforeseeable events or occurrences, even with our suppliers, beyond our control, the term of delivery shall be extended accordingly, and no claim of the ordering party can be accepted in connection therewith.

Should compliance with the term of delivery accepted by us or the performance of the contract become impossible due to any events described herein above, we shall be released from our obligation to deliver, and no claim of the ordering party can be accepted.

17. Default in accepting delivery

If the ordering party falls behind with the acceptance of goods delivered, we shall be entitled to titles acc. to Section 326 of the Germany Civil Code (BGB). However, instead of

these titles, we shall be entitled to claim the performance of the contract and payment of loss occurred due to the default in accepting delivery.

We shall be entitled to dispose of any goods produced in whole or in parts at the end of six (6) months after the default in accepting delivery.

Any costs accruing in connection with this default including possible freight charges and previous storage costs shall be borne by the ordering party.

18. Terms of payment

Our invoice shall be payable without any deduction within 10 days after the invoice date. Agents shall not be entitled to receive/collect payments.

In the event of late/part payment we shall be entitled to claim immediate payment of amounts not yet due, or to decline any further performance of the order.

In this case, we shall also be entitled to cancel the contract or to claim for damages due to non-performance of the contract.

In the event of new business relationships we shall reserve the right to arrange C.O.D. (cash on delivery) consignments or payment in advance. Payments in advance are accepted only in form of cash and postal transfer cheques or bank transfers.

If it becomes known that the purchaser is in an unfavourable financial position or unworthy of credit, or if his/her financial/legal situation is changing to our disadvantage we shall be entitled to make further deliveries conditional on prepayment of the invoiced amount.

Furthermore, we shall be entitled to demand immediate payment of all unsettled accounts or invoices not yet due, to cancel any further activities on pending orders, to cancel our obligation as to follow-up orders and to demand payment for work already carried-out and materials provided.

The ordering party shall be entitled to avoid the a.m. consequences by way of safety bonds.

In case of ordering online via www.europematch.eu webshop the payment has to be made with credit/debit card and the necessary amount will be charged on customers account immediately. Our online payment provider is Barion Payment Zrt.

All claims and problems has to be reported immediately to Barion Payment Zrt. www.barion.com and to Europe Match GmbH. Payment security is provided by Barion Payment Zrt. Europe Match GmbH doesn't take responsibility of any kind of misuse or thieving of/from credit/debit cards or any data regarding payment issues.

19. Overdue fine and overdue interests

If amounts invoiced are not paid when due, we shall be entitled to charge overdue interests at a rate of 5% over the current discount rate of the "Deutsche Bundesbank".

Furthermore, we shall be entitled to charge € 2.60 for each letter of reminder plus postage rates. Statutory value added tax (VAT) shall be charged separately.

20. Complaints

Visible defects can be complained of within one week after acceptance of the goods, even if out-turn samples have been provided. If this should refer to a printer's error, this term shall be extended to four (4) weeks after acceptance of the goods.

We shall not be liable for any misprints or printer's errors which can be ascribed to missing clearness of printing documents. Orthography shall be subject to the latest revision of the "Duden". Defects of parts of goods delivered shall not give grounds for the complaint of the entire delivery. Any other visible defects of goods delivered can only be complained of by immediate notification of the defects. Hidden defects shall be subject to statutory periods

of limitation.

We shall have the right of repair or replacement of defective goods delivered.

Any reductions, changes or compensation for damage can only be demanded in the event of unsuccessful repair or if we do not avail ourselves of our right of repair. Compensation for damage shall only be granted by us, if we have acted intentionally or with gross negligence. As far as special services (e.g. high-gloss lamination, varnishing, etc.) are to be carried-out, terms and conditions of the relevant trade shall apply.

21. Data processing

According to the German Law Protection against the Misuse of Personal Data Processing (§26 BDSG) we herewith inform you of the fact that we will process your data by means of our internal electronic data processing according.

22. Place of performance and venue

If the ordering party/purchaser (customer) is a merchant possessing full commercial capacity, the location of the German Europe Match GmbH is the sole place of venue. The business relationship between supplier and purchaser shall be governed by the law of the Federal Republic of Germany only.

23. Legal effect

Any verbal agreements or changes/modifications of these provisions shall only be valid on prior written agreement by Europe Match GmbH. The invalidity of any provision in this terms and conditions shall not affect the continuing enforceability of the remaining provisions.

24. Verbal agreements

Any possible verbal agreements with reference to changes/modifications of existing agency contracts, in particular, when reached by agents, shall only become legally effective when confirmed in writing.

25. Website owner

www.europematch.eu and all content is owned by Europe Match GmbH Magyarországi Fióktelep. Any usage of any content of above mentioned website is forbidden.

Owner data:

name: Europe Match GmbH Magyarországi Fióktelep

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EUROPE MATCH GMBH
Effective as from August 2012