

General Terms and Conditions – Maistapack GmbH



I) Scope of application

1. All services provided by Maistapack GmbH are governed exclusively by these General Terms and Conditions.
2. Any conflicting terms and conditions of the customer are not valid.
3. Deviations from these General Terms and Conditions require written confirmation from Maistapack.

II) Conclusion of a contract

1. Maistapack provides all services exclusively to contractors within the meaning of Section 1 of the Austrian Buyer Protection Act (Käuferschutzgesetz).
2. Our offers are non-binding. They are only to be understood as an invitation to submit an offer and may not be passed on to third parties without our consent.
3. Any lack of clarity in an order placed shall be deemed the responsibility of the customer.
4. The contract is only concluded by written declaration of acceptance or dispatch of the ordered goods.
5. If the contents of a declaration of acceptance deviate from the order, they shall be deemed approved and shall become part of the contract unless the customer objects to them within 7 days of receipt.
6. Sales representatives are not authorised to conclude contracts or make binding commitments.
7. The customer is responsible for enquiring about the size, quality, dimensions and possible uses of the product ordered. Maistapack is under no obligation to make enquiries or issue warnings.
8. All amendments to the contract must be made in writing in order to be valid.
9. A written declaration of acceptance can be cancelled by Maistapack until the ordered goods are dispatched.

III) Prices

1. Unless otherwise agreed, all prices are ex warehouse.
2. The prices exclude packaging, VAT and shipping.
3. The prices are based on the material and labour costs at the time the contract is concluded. In the event of an increase in these costs, Maistapack shall be entitled to invoice the customer for the resulting cost increase until the delivery has been invoiced.
4. Any storage of goods, printing plates or tools for a period of 3 months is included in the price.
5. Maistapack shall select the supplier and the packaging. The costs shall be borne by the customer.

IV) Terms of payment

1. Unless otherwise agreed, payment must be made within 30 days of the invoice date without any deductions or within 14 days of receipt of the invoice less a 2% discount.
2. Any complaints on the part of the customer shall not entitle the customer to withhold the purchase price or part of the purchase price.
3. All payments are to be made in euros.
4. The customer is only entitled to offset a counterclaim with the written authorisation of Maistapack or if this has been awarded to the customer by a court of law.
5. Claims against Maistapack may only be assigned to third parties with Maistapack's written authorisation.
6. Even after acceptance of the order, Maistapack shall have the right to make processing of the order dependent on an advance payment or a down payment.
7. If there are justified doubts about the customer's ability to pay, Maistapack shall be entitled to demand immediate payment of all claims, including those not yet due, and to make fulfilment dependent on payment.

V) Order processing for packaging

Orders are only processed by agreement. The customer bears the risk of storage. The customer must check that the design templates submitted by Maistapack have all the required properties and must notify Maistapack if any changes are necessary.

1. Proofs and press proofs must be checked by the customer and Maistapack must be provided with a declaration of release (e.g. "Ready for printing").
2. Maistapack will not start processing the order until the declaration of release has been issued.
3. Delivery periods and delivery dates are only valid if agreed in writing.
4. The delivery period begins at the earliest with the customer's declaration of release and only at the point in time when Maistapack has received all documents required for order processing.
5. If the delivery date cannot be met by Maistapack, Maistapack will set a new binding delivery date. The customer is not entitled to make any claims in this regard, in particular claims for damages due to ordinary negligence.
6. Requests for changes made by telephone must be confirmed in writing by Maistapack in order to be valid.
7. The customer must accept the goods on the agreed date. If delivery is not possible for reasons attributable to the customer, the customer shall be in default of acceptance and the obligation to bear the costs and risks shall pass to the customer.
8. The customer must accept partial deliveries, insofar as this is not unreasonable for the customer. Each partial delivery shall be deemed an independent performance.
9. Cases of force majeure and impossibility or delays in the procurement of raw materials shall release Maistapack from the fulfilment of its delivery obligations.
10. In the case of regular orders without an agreed end date or cancellation period, the order can only be cancelled at the end of the calendar year subject to a 6-month cancellation period.
11. All costs for changes after the declaration of release shall be borne by the customer.
12. There is no obligation for Maistapack to store the goods, printing plates or tools. Storage is by arrangement only. The customer shall bear the risk of storage.
13. The maximum storage period for the goods is 3 months. After 3 months, the goods are removed from storage. If the customer does not accept the goods, he will be charged appropriate storage costs.
14. Tools and printing plates provided by the customer and stored at Maistapack may be removed from storage after 3 months if no further order is placed. If the customer does not collect them within 5 days of Maistapack's request, Maistapack may, at its own discretion, destroy them or store them at the customer's expense.

VI) Order processing for carton erectors

If the subject of the contractual relationship is the provision of a carton erector, the carton erector shall remain the property of Maistapack for the entire duration of the contractual relationship. The fee to be paid by the customer shall be based on a separate agreement to be concluded in each individual case. The customer undertakes to use the carton erector provided by Maistapack exclusively for the production of Maistapack blanks. The customer shall be liable for ensuring that only personnel trained to erect the cartons are deployed. The carton erector shall only be used in accordance with Maistapack's specifications. The customer undertakes to insure the carton erector appropriately in the event of damage (fire, destruction, errors by employees during operation, etc.). The customer is responsible for the daily maintenance and care of the carton erector by competent personnel and bears the costs for this. If the carton erector shows wear or damage beyond the usual extent after the end of the contract, the customer undertakes to pay for this damage within 14 days. In the absence of an individual agreement to the contrary, both parties to the agreement may terminate the agreement by giving three months' notice to the last day of each month. Termination must be notified in writing (email is sufficient).

VII) Assumption of risk

1. The risk of transport of the goods is transferred to the customer when the goods leave the factory.
2. If there is a delay in despatch for which the customer is responsible, the risk shall pass to the customer upon notification that the goods are ready to be despatched.
3. The risk of any errors is transferred to the customer with the declaration of release (e.g. "Ready for printing"), insofar as the errors were not caused by the subsequent production.
4. The goods shall only be insured if this is agreed in individual cases. The customer shall bear the additional costs incurred in this regard.

VIII) Warranty

1. The goods must be inspected by the customer immediately upon arrival at the place of delivery and any defects must be reported to Maistapack in writing within 8 days.
2. In the event of timely notification of defects, the warranty period shall be 6 months. This period shall not be extended.
3. Maistapack shall be responsible for deciding whether the goods are to be replaced or repaired in the event of a warranty claim.
4. The customer is responsible for proving that the defect already existed before the point in time when the risk was transferred.
5. Any further warranty, in particular a reversal of the burden of proof, shall not be granted.
6. In the event of a defect, the customer is under no circumstances entitled to retain the purchase price. A defect acknowledged by Maistapack shall be rectified within a reasonable period of time.
7. There may be slight variations in the colour and quality of the goods with regard to the gluing, stitching and printing.
8. Weight variations of up to 5% above or below the ordered weight are customary in the industry and do not constitute a defect.
9. Production-related over- and under-deliveries of up to 10% of the ordered quantity shall constitute proper fulfilment by Maistapack in the production of the goods. The total price is based on the goods actually delivered.
10. Maistapack guarantees that the EAN bar code or QR code will be printed in industry-standard quality.

IX) Liability

1. When issuing a declaration of release, the customer confirms the accuracy of the details provided and releases the order for processing. Maistapack shall not be liable for errors caused by or attributable to the customer.
2. Maistapack is not liable for ordinary negligence in the event of damage to property.
3. Liability lapses within 6 months of notification of the damage and the damaging party.
4. Damage and qualified infliction must always be proven by the customer.
5. Maistapack accepts no liability for mere financial losses, in particular for loss of profit and consequential damages.
6. Maistapack accepts no liability for the loss of data or programs.
7. If a penalty at Maistapack's expense has been agreed, the customer shall not be entitled to claim damages in excess of the penalty amount.
8. These liability provisions also apply to agents employed by Maistapack.
9. Maistapack shall only be liable for the safekeeping of all order documents up to 2 weeks after payment of the purchase price by the customer. Maistapack shall not be liable for any documents not collected by then. Maistapack's duty of safekeeping also ends at this time.

X) Data protection

1. The customer's personal data are only collected and used with the customer's consent.
2. If it is necessary to fulfil the order, Maistapack may disclose the collected customer data to third parties.
3. The customer is entitled to request information about the blocking of his data, as well as their rectification or erasure, at any time.
4. The customer must notify Maistapack immediately of any changes to his data.

XI) Retention of title and other rights

1. The delivered goods remain the property of Maistapack until full payment has been received.
2. The customer shall only be entitled to resell the goods subject to retention of title prior to full payment if the customer assigns the resulting purchase price claim to Maistapack as security. In the event of such an assignment, the customer must provide the corresponding advice note.
3. In the case of current accounts, the goods subject to retention of title act as security for Maistapack's balance claim.
4. Maistapack has a right of retention to order documents provided by the customer, in particular templates, manuscripts, data carriers and other items, until the purchase price has been paid in full.

5. With regard to all data, drawings, drafts, sketches, plans, specifications etc. made available by Maistapack within the scope of the contractual relationship, utilisation or dissemination beyond the contractual relationship with Maistapack is not permitted. Breaches of this obligation are subject to criminal and civil prosecution pursuant to Section 12 (1) of the Austrian Unfair Competition Act (Bundesgesetz gegen den unlauteren Wettbewerb). In the event of termination of the contractual relationship, the customer must return all documents provided in full or (when documents were transmitted electronically) destroy them and to confirm this to Maistapack in writing.

XII) Miscellaneous

1. The place of fulfilment for deliveries and payment is the Maistapack site (Pürstingerweg 1, A-4553 Schlierbach, Austria).
2. Austrian law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
3. For all legal disputes, the competent court for 4553 Schlierbach (Steyr Regional Court in A-4400 Steyr, Austria) shall have jurisdiction.
4. Should any provision of these General Terms and Conditions be invalid, the validity of the remaining provisions of these General Terms and Conditions shall remain unaffected.