



## FORMULARIO DE PEDIDO – PRODUCTO DE LIMPIEZA

Dirección de facturación:

Empresa:

Dirección:

Código postal, localidad:

Teléfono:

Persona de contacto:

País:

Correo electrónico:

Dirección de entrega (en caso de ser otra):

Empresa:

Dirección:

Código postal, localidad:

Persona de contacto:

País:

Producto

**Anilox Cleaner – Aqua/UV Ink** Fórmula especial de limpieza para tinta al agua y UV, así como barnices. Para la limpieza en máquinas de lavado en línea o manual. Aplicación periódica.

**Anilox Cleaner – Gel** Versátil y potente limpiador para todos los restos de tinta y barniz. Para limpieza manual o en combinación con baño de ultrasonidos. Aplicación periódica.

**Anilox Cleaner – In-Line** Para la limpieza en máquinas de lavado industriales con depósito de calefacción o manual. Elimina la tinta al agua y al disolvente. Uso diario o periódico.

**Anilox Cleaner – Washing Machine** Para la limpieza en máquinas de lavado para accesorios. Elimina la tinta al agua y al disolvente. Aplicación periódica.

**Esponja para la limpieza**

Hecha de material resistente.

Para la limpieza manual.

Tamaño	Precio por unidad	Volumen del pedido	Precio total
20 litros	350 €		
60 litros	890 €		
100 litros	1.390 €		
6x750 ml	420 €		
12x750 ml	780 €		
20 litros	390 €		
60 litros	999 €		
100 litros	1.390 €		
20 litros	380 €		
60 litros	920 €		
100 litros	1.290 €		
10 piezas	15 €		
50 piezas	65 €		
100 piezas	115 €		

Todos los precios indicados son precios netos y se entienden más el correspondiente IVA y más los correspondientes gastos de envío.

Rogamos enviar el formulario de pedido rellenado a [contact@zecher.com](mailto:contact@zecher.com) o por fax al número +49 5251 174620.

Después de que hayamos recibido su pedido, le enviaremos en breve su confirmación de pedido. Con su firma, usted acepta nuestras Condiciones Generales de Entrega y de Pago, que aparecen en el reverso del formulario de pedido.

Fecha y firma

# General Terms and Conditions of Delivery and Payment of Kurt Zecher GmbH



## I. Scope

- These General Terms and Conditions of Sale ("GTCs") apply to all business relationships and shall become an integral part of all contracts between our customers and us. The GTCs only apply if the customer is an entrepreneur within the meaning of Section 14 BGB, a legal person or a special fund under public law.
- The GTCs in particular apply to contracts for the sale and/or delivery of goods, regardless of whether we manufacture them ourselves or buy them from third parties.
- Unless otherwise agreed, the GTCs apply in the version valid at the time of the customer's order or in any case in the version last communicated to the customer as a framework agreement for similar future contracts, with no requirement for us to refer to them again when the respective contract is concluded. If we have more up-to-date GTCs at the time of the respective additional conclusion of a contract and if the customer was able to take note of them in a reasonable manner, these shall be deemed to have been agreed accordingly.
- These GTCs apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer or third parties to which we have not expressly agreed shall not become part of the contract and are non-binding for us, even if we do not expressly contradict them. This consent requirement applies in all cases, e.g. even if we fulfil the customer's order without reservation in the knowledge of conflicting or differing conditions of the customer or if we refer to a letter which contains or refers to the terms and conditions of the customer or a third party.
- We can notify the customer of changes to these GTCs with a non REGISTERED letter, in particular also when submitting an invoice, by e-mail, De-Mail or by fax. The changes shall be deemed to have been accepted unless we receive a written objection within one month of receipt of the notification. We shall make special reference to this consequence.
- In particular cases, further individual agreements concluded with the customer (including secondary agreements, supplements and amendments) always have priority over these GTCs. Subject to evidence to the contrary, a written contract or our written confirmation is decisive with regard to the content of such agreements.
- Legally relevant declarations and notifications by the customer in relation to the respective contract, such as desired supplements or amendments, the setting of deadlines, notifications of defects or declarations of cancellation, termination or reduction, must be in writing, i.e. in written or text form (e.g. a letter, email or fax). Statutory formal requirements and the collection of further evidence, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected.
- References to the validity of legal regulations are only of clarifying significance. Even without such a clarification, the statutory provisions therefore apply unless they have been changed or expressly excluded directly within these GTCs to the extent legally permissible.

## II. Conclusion of contract, information, contract language

- Our offers, in particular those on our website or in printed products, are subject to change, are non-binding and serve to prompt the customer to make an offer. Other conditions only apply if we have expressly designated our offers as binding. This is also the case if we have given the customer catalogues, technical documentation (e.g. drawings, calculations, plans), other product descriptions or documents – including in electronic form. We reserve all rights to all of these items, in particular ownership and copyrights as well as all other protective rights. The customer shall treat all provided product descriptions, documentation, paperwork, etc., confidentially. In particular, the customer may only pass them on to third parties or publish them after obtaining our written consent, regardless of whether we have marked them as confidential.
- An order from the customer shall be deemed to be a binding offer to conclude a contract. The acceptance of this offer (also referred to as the „order confirmation“) can be made by sending a non-registered letter, by e-mail, De-Mail, by fax or as a result of delivery or provision of a service. The offer can be accepted within two weeks of receipt of the offer, as long as the customer is bound to their offer. In all cases, a contract is not concluded until we have accepted it.
- The properties of the products, including the relevant tolerances, are defined in the product description (in particular the data sheet, operating instructions, instructions for care and maintenance, manual/online help) and any additional agreements entered into. Technical data, specifications and performance data in public statements, especially in advertising material, are not deemed to be quality data.
- The customer is aware that our products are very susceptible to mechanical damage. The care and maintenance instructions included with each product must be followed.
- The text of the contract shall not be saved.
- The contract language is German. If the text is translated into other languages, only the German version applies in the event of contradictions. This also applies to these GTCs.
- The obligations arising from Section 312(1) 1 nos. 1 to 3 and 2 BGB do not apply.
- The customer is obliged to expressly point out any special risks, potential atypical damage and unusual amounts of damage before the contract is concluded.

## III. Terms of payment

- Unless otherwise agreed in individual cases, our current prices at the time of the order ex works without packaging plus the respective statutory value added tax are applicable.
- The amounts to be paid by the customer are generally due net plus the respective statutory VAT without deduction of discounts immediately after receipt of the invoice by the customer and are to be paid - with receipt of the amount in our account - within 14 days of receipt of the invoice and delivery or acceptance of the goods, unless otherwise agreed or noted on the invoice. In particular, a cash discount deduction is only permitted in the case of a special written agreement between us and the customer. In the case of check payments, the payment is only deemed to have been made once the check has been cashed and the amount has been credited to our account.
- We are entitled to make all or part of a delivery only against payment in advance at any time, even within the context of an ongoing business relationship. We shall declare a corresponding retention at the latest upon confirmation of the order.
- If the customer is in arrears with a payment, the legal regulations apply.
- Even if counterclaims are asserted, the customer is only entitled to set-off and retention if the counterclaims have been legally established, are recognised by us or are undisputed. The customer is only authorised to exercise a right of retention if their counterclaim is based on the same contractual relationship. In the event of defects in the delivery, the customer's counterrights in accordance with Section 6 (6) of these GTCs remain unaffected.
- If, after conclusion of the contract, it becomes evident (e.g. due to an application to open bankruptcy proceedings) that our claim to the purchase price is at risk due to the customer's inability to pay, we are entitled to refuse performance and - if necessary after setting a deadline - to withdraw from the contract (Section 321 BGB). In the case of contracts for the manufacture of unacceptable items (custom-made items), we can immediately declare our withdrawal. The statutory regulations regarding the dispensability of setting deadlines remain unaffected.

## IV. Delivery and performance time, force majeure

- Deliveries are made ex works.
- Binding delivery dates and deadlines must be expressly agreed in writing.
- In the case of non-binding or estimated (approx., around, etc.) delivery dates and deadlines, we strive to meet these to the best of our ability, although they are only non-binding information. In all cases, a delivery time specified by us does not start until the technical questions have been clarified. The customer is also required to fulfill all of its obligations properly and in good time.
- If shipping has been agreed, any delivery dates and times refer to the time of delivery to the forwarder, carrier or other third party commissioned with the transport.
- Partial deliveries are permitted.
- If the customer is in default of acceptance or fails to cooperate or if our delivery is delayed for other reasons and the customer is at fault, we are entitled to demand compensation for the resulting damage, including any additional expenses (e.g. storage costs). For this purpose, we shall charge a flat rate compensation fee of 1% of the net payment per week for the goods in question. We reserve the right to prove higher costs and assert our further rights. The customer has the right to prove that we have not incurred any damages or significantly lower damages than the above-mentioned flat rate.
- Without prejudice to our rights arising from the customer's default, we are entitled to ask the customer to extend delivery and service dates by the period in which the customer does not meet their contractual obligations towards us.
- We are not liable for the impossibility of delivery or for delays in delivery if these are due to force majeure or other events which were unforeseeable at the time the contract was concluded (e.g. operational disruptions of any kind, difficulties with the procurement of materials or energy, obtainment of necessary official permits, official measures, non-delivery, incorrect or delayed delivery by suppliers) which are not our fault. If such events make delivery or performance significantly more difficult or impossible and the hindrance is not only of a temporary nature, we are entitled to withdraw from the contract. In the event of temporary obstacles, the delivery or service deadlines shall be extended or the delivery or service dates shall be postponed by the period of the hindrance plus a reasonable start-up period. If we are unable to meet binding delivery deadlines for reasons which are not our fault (unavailability of the service), we shall inform the customer of this immediately and at the same time notify them of the expected new delivery deadline. If the customer cannot be reasonably expected to accept the delivery or service as a result of the delay, they can withdraw from the contract by submitting a written declaration to us without delay.
- Unless otherwise stipulated in these GTCs or in individual contracts, the occurrence of our delay in delivery shall be determined on the basis of the statutory provisions. In any case, a reminder from the customer is required. If we are in default of delivery, the customer is entitled to demand flat-rate compensation for the damages incurred as a result of the delay. The flat rate for damages is 0.5 % of the net price (delivery value) for each full calendar week of delay, but in total no more than 5 % of the delivery value of the goods delivered late. We reserve the right to prove that the customer has suffered no damages or significantly lower damages than the above-mentioned flat rate.
- The rights of the customer in accordance with Section VII of these GTCs and our legal rights, in particular if the obligation to perform is excluded (e.g. due to the impossibility or unreasonableness of the service and/or subsequent performance), remain unaffected unless otherwise stated in these GTCs, including the above-mentioned provisions.

## V. Transfer of risk - shipping/packaging

- The goods are delivered ex works, which is also the place of performance for the delivery and any subsequent performance. The goods can be shipped to another destination (dispatch purchase) at the request and expense of the customer.
- The risk of accidental loss and accidental deterioration of the goods passes to the customer at the latest when the goods are handed over. If a pick-up date has been agreed and the customer does not pick up the goods at the appointed time, the risk of accidental loss and accidental deterioration shall pass to the customer from the time that the appointment is missed. In the case of a mail-order purchase, the risk of accidental loss and deterioration of the goods and the risk of delays pass to the freight forwarder upon handing over the goods to the carrier, person or institution otherwise responsible for carrying out the shipment. If an agreed shipment is delayed at the request or fault of the customer beyond the agreed or intended delivery date, we shall store the goods at the customer's risk and expense. In this case, the notification of readiness for dispatch is equivalent to dispatch. Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves once the shipment has been agreed. We shall endeavour to take into account the wishes and interests of the customer with regard to the type of shipment and the shipping route. Additional costs incurred as a result - even in the case of agreed free freight delivery - shall be borne by the customer. If acceptance has been agreed, this is decisive for the transfer of risk. In other respects, the statutory provisions of work and services contract law also apply accordingly to any agreed acceptance. The handover and acceptance are the same if the Customer is in default of acceptance.
- We do not take back transport packaging or any other types of packaging in accordance with the packaging ordinance, apart from pallets. The customer is required to dispose of the packaging at its own expense.
- We have no obligation to insure the goods when they are shipped. If, at the customer's request, we take out transport insurance for the goods in question, this insurance shall be provided at the customer's expense.

## VI. Notice of defects and warranty

- Unless otherwise specified below, the statutory provisions apply to the rights of the customer in the event of material and legal defects (including incorrect and short delivery as well as improper assembly or defective assembly instructions).
- The agreement entered into regarding the properties of the goods (see Section II. 3 and 4 of these GTCs) in particular form the basis of our liability for defects.
- If the properties have not been agreed upon, whether a defect exists or not is to be judged on the basis of the statutory provisions (Sections 434 (1) 2 and 3 BGB). However, we do not accept any liability for public statements made by the manufacturer or other third parties (e.g. advertising statements) which the customer did not indicate to us as decisive for the purchase.
- The customer's claims for defects presuppose that they have complied with their statutory inspection and notification obligations (Sections 377, 381 HGB). In the case of building materials and other goods intended for installation or other processing, an inspection must always be carried out immediately before processing. If a defect is discovered upon delivery, during the inspection or at any later point in time, we must be notified immediately in writing. In all cases, obvious defects must be reported in writing within seven working days of delivery, and defects which are not recognisable during the inspection must be reported within the same period of time after discovery. If the customer fails to properly inspect and/or report defects, our liability for defects which are not reported, not reported in time or reported incorrectly is excluded according to the statutory provisions.
- If the delivered item is defective, we can initially choose whether to provide supplementary performance by eliminating the defect (rectification) or by delivering a defect-free item (replacement delivery). Our right to refuse supplementary performance in accordance with the legal requirements remains unaffected.

- We are entitled to make the subsequent performance owed dependent on the customer paying any purchase price due for payment. However, the customer is entitled to retain a reasonable portion of the purchase price in relation to the defect.
- The customer must give us the time and opportunity necessary for the subsequent performance owed and shall in particular hand over the rejected goods for inspection purposes. Rejected goods are to be made available immediately to check the defect, whereby we also have the right to inspect the rejected goods on the spot. In order to identify and analyse problems in the area of printed images, the customer is required to provide us with informative print samples and process parameters which show the defect, and which allow the problems and possible defects to be seen.
- In the case of a replacement delivery, the customer must return the defective item to us in accordance with the statutory provisions. The supplementary performance does not include the removal of the defective item or the reinstallation if we were not originally obliged to install it.
- If there is actually a defect, we shall bear or reimburse the expenses required for the purpose of inspection and supplementary performance, in particular transport, travel, labour and material costs as well as expansion and installation costs if necessary, in accordance with the legal regulations. Otherwise, we can demand reimbursement from the customer for the costs arising from the unjustified request to remedy the defect (in particular the inspection, transport, dismantling and installation costs), unless the customer was not aware of the lack of a defect.
- In urgent cases, for example when operational safety is endangered or to prevent disproportionate damage, the customer has the right to remedy the defect themselves and request compensation from us for the expenses that are objectively necessary for this purpose. We are to be informed of the implementation of the customer's own measures immediately, in advance if possible. The customer's right to take its own measures does not exist if we were entitled to refuse corresponding supplementary performance in accordance with the legal regulations.
- If the supplementary performance has failed or is reasonable period of time to be set by the customer for the supplementary performance has expired without success or is dispensable according to the statutory provisions, the customer can withdraw from the purchase contract or reduce the purchase price. In the case of a minor defect, however, there is no right of withdrawal.
- Claims by the customer for compensation or reimbursement of wasted expenses only exist in accordance with Section VII of these GTCs, even in the case of defects, and are otherwise excluded.
- A delivery of used items agreed in individual cases with the client shall take place under exclusion of any warranty for material defects.
- The customer is aware that rollers wear out during normal operation. Such wear and tear is not deemed to be a defect. Upon receipt of rollers to be repaired, we shall check whether a revision is appropriate from a technical and economic point of view. After the inspection, the customer shall be informed of any costs or additional costs and must declare their binding acceptance before a repair is carried out or put the advance payment that may be required (see Section 3 (3) of these GTCs).
- In the event of defective components from other manufacturers which we cannot remedy for licensing or factual reasons, we shall either assert our warranty claims against the manufacturers and suppliers for the account of the customer or assign these claims to the customer. Warranty claims asserted against us for such defects under the other conditions and in accordance with these general delivery conditions only exist if the judicial enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, for example due to insolvency. The limitation period of the customer's warranty claims against us shall be suspended for the duration of the legal dispute.
- The guarantee is void if the customer changes the delivery item or has it changed by third parties without our consent and this makes it impossible or unreasonably difficult to remedy the defect. In all cases, the customer shall bear the additional costs of remedying the defect.

## VII. Other liability

- Unless otherwise stated in these GTCs, including the following provisions, we are liable in the event of a breach of contractual or non-contractual obligations in accordance with the statutory provisions.
- We are liable for damages within the scope of fault liability in the case of intent and gross negligence, regardless of the legal reason.
- Subject to statutory liability restrictions (e.g. care in our own affairs; negligible breach of duty), in the event of simple negligence we are only liable for damages arising out of death, injury to body or health and damages resulting from the violation of an essential contractual obligation (obligation) which must be fulfilled for the proper execution of the contract and observance of which the contracting party regularly trusts and is entitled to rely on. In the event of a violation of a cardinal obligation, our liability for negligent inspection is limited to the replacement of the foreseeable, typically occurring damage.
- The liability restrictions resulting from Section 3 also apply to breaches of duty by or for the benefit of persons whose fault we are responsible for according to legal regulations. They do not apply if we maliciously conceal a defect or have provided a guarantee for the quality of the goods and for claims by the customer under the Product Liability Act.
- The customer can only withdraw or cancel due to a breach of duty which is not a defect if we are responsible for the breach of duty. A free termination right of the customer (in particular according to Sections 650, 648 BGB) is hereby excluded. The legal requirements and legal consequences also apply.

## VIII. Statute of limitations

- In a departure from Section 438 (1) 3 BGB, the general limitation period for claims arising from material and legal defects, including contractual and non-contractual claims for damages asserted by the customer which are based on defective goods, is one year from delivery, unless the application of the standard statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in individual cases. If an acceptance has been agreed, the limitation period shall begin upon the acceptance.
- The deadline does not apply to claims for damages asserted by the customer on the basis of death, injury to body or health or a wilful or grossly negligent breach of duty by us or our vicarious agents, as well as for claims under the Product Liability Act. The statutory limitation periods apply exclusively in this regard.

## IX. Third-party services

- If we are obliged to provide a service under this contract, we can also provide this service through third parties. We shall remain the customer's contractual partner in all cases.

## X. Industrial property rights, retention of title

- If we are required to deliver objects based on drawings, models or samples provided to us by the client, the client guarantees that the property rights of third parties are not violated by the production and delivery of the objects.
- If we are prohibited by a third party from producing and delivering objects that are made in accordance with the drawings, models or samples of the client on the basis of a protective right belonging to the third party, we are entitled to cease production and delivery and demand reimbursement of the costs incurred, without being obliged to check the legal situation and with exclusion of all claims for damages on the part of the customer. The client undertakes to indemnify us immediately from claims for damages asserted by third parties due to the violation of property rights. At our request, the client must make an appropriate advance payment and reimburse costs for all direct and indirect damages arising from the violation and assertion of any industrial property rights.
- Submitted samples, drawings, films and data shall only be returned upon request. If an order does not materialise, we are permitted to destroy samples, drawings, films and data twelve months after submitting the offer.
- All of the designs, suggestions, models or samples we make are our intellectual property. We reserve all rights arising from this, in particular for the registration of patents, utility models and the like as well as all rights to reproduction. All suggestions, models, samples, etc., must not be made accessible to third parties without our express consent.
- We shall reserve ownership of the goods sold until all of our current and future claims arising from the purchase contract and any ongoing business relationship (secured claims) have been paid in full.
- The goods subject to retention of title may neither be pledged to third parties nor fully transferred as security before the secured claims have been paid in full.
- If third parties access the purchased item (e.g. attachment) or if an application is made to initiate insolvency proceedings for the customer's assets, the customer must inform us of this immediately in writing on the same day that they become aware of the application. If the customer fails to notify us and if we incur damages as a result, the customer must compensate us for these damages. If a lawsuit needs to be brought against the third party in accordance with Section 771 of the German Code of Civil Procedure (ZPO) and if the third party is unable to reimburse us for the extrajudicial and judicial costs, the customer is liable to us for the resulting loss.
- If the customer behaves contrary to contract, in particular if the purchase price is not paid, we are entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand that the goods be returned based on the retention of title. The request for surrender does not necessarily also represent a declaration of withdrawal. We are entitled to only demand that the goods be returned while also reserving the right to withdraw. If the customer does not pay the purchase price due, we may only assert these rights if we have previously unsuccessfully set the customer a reasonable deadline for payment or if such a deadline can be dispensed with in accordance with the statutory provisions.
- Until they are revoked, the customer is entitled to resell or process the purchased item in the ordinary course of business with reservation of title. The retention of title extends to the products resulting from processing, mixing or combining our goods at their full value, whereby we are considered to be the manufacturer. If the right of ownership remains in place during the course of processing, mixing or combining with third-party goods, we shall acquire co-ownership of the processed, mixed or combined goods in the ratio of the invoice values. The same provisions apply to the resulting product as those applicable to the goods delivered under retention of title. The customer hereby assigns to us all claims which arise from the resale against the customer or their parties, including collateral and ancillary rights resulting from the resale. We hereby accept this assignment. The customer is not entitled to enter into any agreement with its customers that exclude or impair our rights in any way or which nullify the assignment of the claim in advance. In the event of the sale of the purchased item together with other objects, the claim against the third-party customer shall be deemed to have been assigned at the amount of the delivery price agreed between us and the customer, unless the amounts for each individual product can be determined on the basis of the invoice submitted to the third-party customer.
- In the event of resale of the purchased item in accordance with the above-mentioned provisions, the customer remains entitled to collect the claim assigned to us until we revoke it at any time. We undertake not to collect the claim as long as the customer meets their payment obligations towards us; there is no defect in their performance and we do not exercise the retention of title by exercising a right pursuant to enforce Section 8 above. If this is the case, however, we can request that the customer inform us of the assigned claims and their debtors, provide all the information necessary for collection, hand over the associated documents and notify the debtors (third parties) about the assignment. In this case, we are also entitled to revoke the customer's authority to resell and process the goods subject to retention of title.

## XI. Tools/moulds

- Tools or moulds that we make ourselves or which are made on our behalf by third parties remain our property. Tools or moulds paid for in full by the customer become or remain the customer's property and are used only for the customer. We are committed to carefully storing the tools for subsequent orders and treating them with care. We are not liable for any damage to the tools or moulds despite proper handling. We shall not cover any maintenance costs. Our retention obligation expires twelve months after the last order by the customer.

## XII. Place of performance, place of jurisdiction, applicable law

- The law of the Federal Republic of Germany applies to these GTCs and the contractual relationship between us and the customer, excluding international uniform law, in particular the UN Sales Convention.
- If the customer is a merchant according to the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction, which is also the international place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship, is our place of business. The same applies if the customer is an entrepreneur within the meaning of Section 14 BGB. In all cases, however, we are also entitled to file suit at the place of performance for the delivery obligation in accordance with these GTCs or an overriding individual agreement or at the customer's general place of jurisdiction. Overriding statutory regulations, in particular those relating to exclusive responsibilities, remain unaffected.