

# Order Form



Fax: +49(0)9721 47699-14

Mail to:

LABELIDENT GmbH  
Etiketten und Kennzeichnungssysteme  
Silbersteinstr. 6

D-97424 Schweinfurt

Customer No. (if available):

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Include a new free Catalog (only in german available)

Include a new free Catalog on CD-ROM (in english)

**Invoice address:**

Company Name:

Department:

Value added tax ID:

Purchaser, Name:

Address (Road, No.):

Zip code, Residence:

Country:

Phone for further inquiry:

Rechnungsadresse gleich Lieferadresse

**Delivery address:**

Article-No.	Article description	Quantity	Unit Price	Total Price

Shipment Germany Euro 7,50  
European Union Euro 10,50  
Switzerland Euro 25,70 (including additional costs for the clearance)

Shipment:

Total net EUR

Remarks:

Company Stamp:

Place, Date

Signature

## Shipping- and delivery conditions

Labelident delivers exclusively to company customers (also freelancers, public-law institution, organizations and associations) in the EU and Switzerland. For deliveries within Germany we charge a flat rate of 7.50 €, to other EU countries 10.50 € and to Switzerland 25.70 € (shipping and additional costs for the customs clearance). Time allowed for payment after invoicing is 10 days without discount. Prices are subject to alteration, mistakes are not excluded. The shown prices are net prices plus VAT. Our general Terms and Conditions apply.



## § 1 General information

- a. The following general trading conditions apply to all contracts, supplies and other work.
- b. The inefficacy of individual regulations does not affect the remaining effectiveness of the contract and these GTC. The contracting parties are obligated in the context of the reasonable one after faithful and faith to replace an ineffective regulation for their economic success equalling an effective regulation if that does not lead to a substantial change to contract contents. The same applies, if regulated needed are not emphatically regulated.
- c. Area of jurisdiction is the seat of the Vendor. The Vendor is also justified to complain at the seat of the buyer.
- d. Within the meaning of the Federal Data Protection Act, Labelident GmbH is entitled to adapt, store and process such data about the customer as is received in connection with the business association, even when such originates from third parties.

## § 2 Capacity and conclusion of a contract

- a. Contract offers of Labelident are not-binding.
- b. The range of the contractually owed work is exclusively the confirmation of order by Labelident.
- c. Partial deliveries are allowed, as far as the customer does not have recognizable interest in them.
- d. The offer or the confirmation of order on the basic documents such as illustrations, designs, measurements and declarations of weight are to be understood usually only as approximate values, if they are not specified as exact or obligatory.

## § 3 Prices and payment conditions

- a. The prices apply ex factory excluding packing and other dispatch and transportation costs. The packing is computed to actual cost and will only be taken back if Labelident is obligated for this by the strength of compelling legal regulation. Value Added Tax at the current statutory rate will apply.
- b. Time allowed for payment after invoicing is 10 days without discount.
- c. If there is a longer term than 4 months between the contract conclusion and delivery, without a fault of the Vendors, the Company has the right to appropriately increase the price based on increased costs of materials, wages and other additional expenses. If the purchase price increases more than 40%, the customer is justified to terminate the contract.
- d. If the Company accepts a special request of the customer, then incurred extra costs are charged to the customer.
- e. In default of the time fixed for payment, interest at a value of 5% over the valid base interest rate will be charged in each case. The interest computed for each day, after which the contract is fulfilled by dispatching, supply or distribution of the requested goods or by execution of the appropriate service on the part of Labelident GmbH.

## § 4 Set-off and keep back

- a. Set-off and keep back is impossible, unless the demand for set-off is undisputed or legally determined.

## § 5 Supply

- a. On time delivery depends always on punctual supply. If the delivery of a product or service depends on the supply by a Supplier and if this supply fails for any reason, which we cannot control, then we are entitled to cancel the contract. The customer is not entitled to payment of damages for this reason.
- b. The same applies, if due to disasters or other events the supply becomes substantially more difficult or impossible over which we have no control. Among such events rank in particular: Fires, inundation, labor disputes, operational disturbances, strike and official arrangements, which are not to be added to our operating risk. The customer will be informed in the cases mentioned above about the missing delivery and any payment already made is refunded immediately.
- c. On Orders with special measures or special production Labelident is permitted to production-conditioned deliveries of up to 10% more or less of the ordered quantity.
- d. Which ones are not part of the stock assortment is excluded from the exchange products.
- e. We are an exchange or a restitution/cancellation not to accept the responsibility for which one/r by a fault of the company LABELIDENT GmbH, are authorized up to 20% of the sales price, however at least 20,00 € as a handling charge, retain or calculate.

## § 6 Passage of the risk

- a. The customer assumes all risk as soon as Labelident delivers the commodities to the disposal of the customer and indicates this to the customer. The customer assumes the risk either when the commodities are delivered or are picked up. When desired the customer can purchase insurance against the usual transport risks.

## § 7 Retention of title

- a. The Company reserves the property of the supplied goods until the completion of payment.
- b. The customer is not authorized to transfer the security of the commodities to a third party or to put the commodity in pawn.
- c. If the commodity is processed by the customer, the retention of title extends also to the entire new commodity. The customer acquires co-ownership to the fraction, which corresponds to the relationship of the value of its commodity to that of the commodity supplied by Labelident.

## § 8 Guarantee

- a. In case of any fault of the commodities the guarantee is limited to our choice either to be replaced or reworked. A manufacturer may offer an additional guarantee which Labelident will provide to the customer.
- b. If rework or replacements fail after an appropriate period, the customer has the right to a reduction of the purchase price or alternatively canceling the contract. The appropriate period amounts to at least four weeks. Labelident is entitled to three attempts to rework or replace the commodities.
- c. The customer is obligated to declare material defects immediately in writing.
- d. Fault does not exist in cases of only insignificant deviation from the agreed upon conditions or when usefulness is only insignificantly impaired, or due to natural wear or damage because of improper or careless treatment, or other influences which are not specified in the contract. The guarantee is void if change or repairs are made by the buyer.
- e. Hardware: The warranty of the respective equipment manufacturer applies to the technical devices sold by Labelident.
- f. Expendable material: A guarantee for the suitability of our products for the special intended purpose of the buyer is not the responsibility of Labelident. Since the employment situations for expendable material are very different in practice, it is absolutely necessary before each application to examine the suitability of the products for the special application by the buyer.
- g. Software: Labelident is expressly attentive to the fact that it is not possible with the state of the art to develop computer programs in such a way that they work error free under all imaginable conditions. Labelident does not guarantee for the compatibility of supplied software with user installed software or hardware. Subject to express written agreement Labelident does not guarantee the fact that the program functions meet the requirements of the customer or are suitable for a certain project. In addition to the conditions specified here, enclosed license conditions apply for the respective programs. The license conditions are recognized by opening the sealed data medium packing.

## § 9 Liability

- a. Claims for damages of the customer are impossible. This does not apply to misrepresentation, to gross negligence, breach of substantial contract obligations of Labelident, or the absence of assured characteristics as written, and with personal injuries. The claim for damages for breach of substantial contract obligations is limited to the contract-typical, foreseeable damage provided there is no liability for misrepresentation, gross negligence or injury of the life, body or health.

## § 10 Final clauses

- a. Contractual agreements as well as technical changes are required to be in writing.
- b. The customer cannot derive the right to counter-act the above GTC's in any point based upon previously experienced indulgence in the handling of GTC's.
- c. If a regulation in these GTC's or a regulation in the context of other agreements should be ineffective or is going to be, or should a gap be found, then an appropriate regulation is to apply to that extent, which comes in the context of the legally possible which the parties wanted or - if they would have considered the point - which they would have wanted. If these GTC's contain any mistakes in content, meaning or translation the German version of the "Allgemeinen Lieferungs- und Zahlungsbedingungen" becomes valid.

Labelident® GmbH  
Silbersteinstraße 6  
D 97424 Schweinfurt

Tel.: +49(0)9721 47699-0  
Fax: +49(0)9721 47699-14

Stand: September 2008

Geschäftsführung: Thomas Simon  
Amtsgericht Schweinfurt, Handelsregisternummer: HRB 4597  
Steuernummer: 249/131/00138  
USt.-ID: DE814048229

Bankverbindung:  
Commerzbank Schweinfurt, Konto: 655 2228, BLZ: 793 400 54  
IBAN: DE76 7934 0054 0655 2228 00, SWIFT-BIC: COBADEFF793