

General Terms and Conditions –
GTC (payment and delivery conditions) of
Walstead Leykam Druck GmbH

valid from 1.10.2023

1. Scope
Our current terms and conditions of business are also available on www.walstead-leykamdruck.com. The deliveries, services and offers of Walstead Leykam Druck GmbH (subsequently referred to as the “agent”) are based solely on these Terms and Conditions. These also apply to all future business relations - also if they haven’t been expressly agreed again. Any deviations from these Terms and Conditions are only valid if agreed in writing by the agent.

2. Offers
All offers are given in euros, unless agreed otherwise in writing, and are exclusive of any legal valid VAT or other taxes. Offers are non-binding and are valid for 28 days from the date given unless stated otherwise. They are only binding with the written confirmation of the agent or a countersigned agreement.

3. Order confirmation
An order becomes binding once the agent has signed the order confirmation. Any additions or amendments to the order also require the written confirmation of the agent. The agent is entitled to cancel any part of the order which has not been delivered yet if he informs the principal of this 14 days in advance.

4. Price increases
The agent is entitled to pass on any price increases resulting from an increase in production and/or delivery costs of at least 5% due to a rise in material costs (e.g. paper, print colours, book-binding materials etc), energy, wages, freight, exchange rates, taxes etc which occur after the order price has been agreed (including also after the signing of the order confirmation) although before the charging of the delivery, to the principal.

5. Order amendments
If the principal makes significant changes to the order before the start of printing, e.g. in terms of scope, print run or paper type, this is to be treated as a new order. With the agreement of a new order to replace the former, cancellation terms do not apply in so far as the new order has a comparable volume. The agent is, however, entitled to invoice the principal for any costs incurred relating to the original order e.g. for materials which cannot be used for the new order. Any changes required by the principal before the start of printing will be subject to additional costs. If the requested new order cannot be completed (e.g. due to capacity, paper ordering etc) the agent is entitled to demand fulfillment of the agreed original order. Alternatively, the terms of cancellation will apply.

6. Terms of cancellation
If the principal cancels the order, also only in part, before the start of print, a cancellation charge of 10% of the cancelled production value (order value minus materials costs) will apply in addition to any costs incurred so far (e.g. paper etc). In the case of (partial) cancellations or deadline cancellations less than 6 weeks before the start of print, the agent is entitled to charge 60% of the cancelled production value as well as costs incurred for the order so far. In the case of (partial) cancellations one week (or less) before the start of print, 100% of the cancelled production value plus incurred order costs will be charged.

7. Samples and drafts
Unless agreed otherwise, all samples and drafts will be charged even if the order is not placed.

8. Copyright
The principal alone is responsible for the legality of any order-related reproduction, processing, changes or other use of all print masters. The principal shall fully indemnify the agent of any claims of third parties relating to the violation of copyright, ancillary copyright, other commercial copyright or personal protection rights. The principal alone is also responsible for the content (image and text) of the assigned printed matter.

9. Data supply
The current applicable guidelines for the supply of print data and preparation can be viewed on the agent’s website-www.walstead-leykamdruck.com. The agent shall request the approval of the print release from the principal who will release the data via the agreed channel. The agent may set an appropriate deadline for this approval and if this is not contradicted, approval can be deemed as given. The agent is not required to check the content of any binding proofs provided by the principal. Any additional work or costs (e.g. for pages which need to be exchanged) will be invoiced. Liability on the part of the agent for any errors resulting from incorrect supplied data is excluded. This also applies if the technical specifications on which the order is based are incomplete or incorrect. The agent will not be liable for the correctness or accuracy of the printed material if the principal has not supplied or ordered a binding press proof or other proof.

10. Address data supply
The current applicable guidelines for the supply of the address data and preparation can be viewed on the agent’s website: www.walstead-leykamdruck.com. Address data must be provided so it is compliant with all data protection regulations.

11. Product supply
Our guidelines for the supply of the provided products are available on: www.walstead-leykamdruck.com

12. Material supply
The principal must supply all material to the agent’s business premises free of charge. The agent only confirms receipt of the supplied materials and not the quantity or quality as stated in the delivery notes. In the case of delivery of the incorrect paper type, the agent is entitled to refuse receipt stating the reason for this. The agent is not obliged to inspect the materials supplied by the principal, or on his behalf, or notify the principal of any shortcomings.

13. Semi-finished goods
Anysemi-finishedproducts(e.g. films, platesandcutters)remainthepropertyoftheagent. There willbenohandlingoverforuse.

14. Retention of order documents, printed materials and documents and aids
The agent does not assume liable for any external data, data carriers and other items which the principal has not requested to be returned after order completion. The agent is not obliged to store any printed materials, printed documents, data and data carriers, printing plates and equipment, papers etc after the order has been completed unless there is an agreement with the principal stating otherwise. In such a case, the principal is responsible for any costs and risk relating to storage. The calculation of storage costs is based on a three-month period retrospectively. The agent is only responsible for damage or loss in the case of wilful intent or gross negligence.

15. Providing of a reference/additional products
The agent is entitled to manufacture reference products in an order and present these to potential clients. The agent is also entitled to name the principal as a reference unless this is expressly refused.

16. Imprint
In accordance with § 24 Media Law, the principal must supply the agent with all the information required for an imprint. The agent can only assume production once all the necessary information has been supplied.

17. Delivery time and deadlines
Unless stated otherwise in the order confirmation, the delivery time begins once the agent has been provided with all the documents and information required for the order processing and the principal has settled all due payments (e.g. advance payments, outstanding sums from earlier orders) and at the earliest with the day of order confirmation. It ends with the date the goods leave the agent’s business premises or when they are available, in accordance with the terms of the agreement, for collection.
Fixed dates must be agreed in writing. Furthermore, agreed delivery dates are only given as an estimated guideline. In the case of a delivery delay, the principal must provide the agent with an appropriate period of grace. If the delivery deadline has been missed it is not the responsibility of the agent if this has been caused by a violation of the principal’s duty to cooperate or order changes requested by him. Agreed delivery dates can only be kept if all relevant documents (print data, address data etc) have been supplied on time.

18. Over or under-delivery
The principal is obliged to accept an over or under-delivery of the ordered print run of up to 5% (up to 10% in the case of particularly difficult print runs). This will be charged at the agreed unit price.

19. Default of acceptance
The principal is obliged to the prompt acceptance of the goods delivered, or supplied for collection, in accordance with the agreement. If he does not fulfil this obligation, the delivery will be deemed as accepted on the day on which acceptance should have occurred under the terms of the agreement. With this, the risk of accidental loss is transferred to the principal.
If the agent is unable to deliver the goods due to delay of goods acceptance or force majeure, he is entitled to store the goods himself or assign a forwarder to store them at the cost and risk of the principal.

20. Packaging
With the exclusion of euro pallets, packaging will be charged and not taken back. The euro pallets provided by the printers are to be returned by means of exchange unless charged separately.

21. Packaging material and waste
Standard waste which occurs through trimming, punching, print set up and the production run becomes, in the course of processing, the property of the principal.

22. Insurance
Transport insurance will only be taken out if requested by the principal who will also assume the cost for this.

23. Terms of payment
Unless agreed otherwise in writing, the principal is obliged to pay invoices immediately upon receipt. The offsetting with counterclaims of the principal is excluded unless these counterclaims have been legally determined or expressly

recognised by the agent. In larger orders, interim invoices may be issued or corresponding partial payments requested in accordance with the work completed to date. Unless agreed otherwise, billing for newspapers and magazines occurs per issue. If a discount has been agreed, it is only permitted if the principal has fulfilled all obligations arising from the contract. The term of the discount starts with the invoice date. In the case of bank transfers, the date the payment reaches the agent’s account applies as the date of payment receipt. Payments by exchange bill or cheque are not accepted.

In the case of payment delay, interest will be charged at 2% per month. Payment failure can result in the agent assigning a debt collection agency with the collection of the outstanding payment(s) and the forwarding of all data relating to the principal which is required for this. In such a case, the principal is obliged to assume all debt collection agency costs in accordance with the regulation of the Federal Ministry of Economic Affairs governing the fees of debt collection institutes BGBI. No. 141/1996. If, during the contractual relationship, the principal’s economic situation, solvency or credit rating worsens, is at risk or if he is in arrears with a due payment or other circumstances become known which put his ability to pay in doubt or the payment of due sums appears to be at risk, the agent is entitled to demand advance payment as well as reimbursement of existing payments, shorten the payment deadline and withdraw from the contract or part of whilst keeping any goods which haven’t been delivered yet and refusing further services. If insolvency proceedings have been assumed against the principal, the agent is entitled to make the processing of any orders and the delivery of goods subject to the prior payment of the due sum. If insolvency proceedings have been assumed against the principal, the agent is entitled to demand all outstanding payments immediately. Justified complaints entitle the principal to withhold only an appropriate amount of the invoice total and not the entire sum.

24. Billing
The agent places an invoice for his complete delivery and services on the day of delivery or storage for the principal (even if this is only partial). In the case of partial deliveries, the agent is also entitled to place partial invoices. If there is an interruption during the order which lasts longer than 2 weeks and this is caused by the principal, the agent may place an interim invoice. The agent is entitled to forward orders internally to other companies within his company group including also to companies which are based in other jurisdictions. In such a case, the company responsible for the order is permitted to invoice in accordance with the tax regulations which are valid for the region in which it is based.

25. Deliveries
Deliveries and dispatch take place from the agent’s business premises and are on the account and at the risk of the principal. Any regulations deviating from these terms and conditions (Incoterms) only apply if outlined in the order confirmation or agreed in writing. Risk is transferred to the principal as soon as the goods have been handed over to the person responsible for the dispatch or, for the purpose of shipment, have left the agent’s warehouse. If shipment is delayed upon the request of the principal or for a reason within his area of influence, risk is transferred with readiness for shipment.

26. Delivery/Transfer of risk
(1) Deliveries are made from the agent’s premises upon the account and at the risk of the principal. Transfer of risk occurs with the handover of the goods to the person/company assigned with the transport.
(2) If the principal requests the storage of the goods or delivery at a later date than originally agreed, the agent is no longer liable for accidental loss or damage of the goods due to negligence from the original delivery date.
(3) If the agent stores paper at the request of the principal, the agent is neither liable for accidental loss or damage of stored paper caused by negligence.

27. Property rights
Any work aids and intermediate goods used by the agent for the manufacturing of the contract goods in particular cutters, data carriers, printing plates and similar (printing facilities) as well as the processed data remains the property of the agent and is not handed over or issued for use even if the principal has provided compensation for this work or invoiced this separately.

28. Retention of title
The delivered goods remain the property of the agent until full payment of the agreed sum. Receivables from the resale of the goods with title retained of the agent are deemed as assigned to secure his claim.

29. Right of retention
In accordance with § 369 Austrian Commercial Code (UGB), the agent has a right of retention involving any templates, data carriers, materials and other items which have been provided by the principal until all due payments arising from the business relationship have been settled.

30. Complaints
Complaints concerning obvious defects are only accepted if made by e-mail or in writing immediately after the receipt of the goods. Concealed defects must be reported to the principal immediately after these have been established and no later than one month after the goods have left the agent’s premises/sphere of control. Complaints made by the principal must be submitted using the complaints form and number of units involved documented.
In the case of limitation, the right of warranty must be asserted in court within six months from the day of delivery. Complaints involving a part of a delivery cannot lead to a complaint involving the entire delivery. In the case of defects which are the responsibility of the agent, the agent is entitled to rectify or replace the item concerned. The same applies to a justified complaint involving an improvement or a replacement delivery. If an improvement or replacement is not possible or not possible on time, the principal is entitled to withdraw from the agreement in accordance with legal regulations or request a reduction of the agreed price. Complaints cannot be made concerning any deviations in the properties of the paper or materials purchased by the agent in so far as they have been permitted in the delivery terms - which are provided for the purchaser upon request - of the relevant supplier associations.
In the case of colour reproductions, minor deviations from the original do not represent a fault. The same applies to minimal deviations between proofs and production prints in particular if the proof and production paper are not identical or minor deviations between the end product and the digital proof given to the principal for signing off or between a template given by the principal as basis for the order (e.g. computer print outs, digital proof).

The process standard Offset (PSO) ISO 12647/2 applies to the colour density. The tolerances provided by the machine manufacturers (available on the agent’s website www.walstead-leykamdruck.com) apply to the print, trim, rill, perforation, punching, finishing and folding tolerances. The agent is only liable for deviations in the properties of the materials used to the extent of his own claims against the respective supplier. Paper, card and other materials are subject to the tolerances given in the relevant delivery terms of the supplier industry. In the case of partial deliveries, the complaint must be made involving the relevant part. In accordance with the usages of the paper industry, all paper and card may, in terms of grammage, be delivered up to 5 % heavier or lighter than ordered. The agent is not, in any case, responsible for claims arising from the incorrect storage of the goods by the principal. Liability for damages from a product defect (consequential harm caused by a defect) excluded unless the agent has been grossly negligent.

31. Limitation of liability
Claims for damages excluded in so far as damages have not been caused by intentional or grossly negligent actions. Claims for damages are limited to the replacement of the predicted damages for the agent and to the sum of the net order value (own performance excluding advance layout of third parties and materials). Replacement of lost profit and consequential damages cannot be demanded.
In the case of limitation, claims for damages must be asserted in court within six months from the day the damages were established and within three years of the delivery being made/service completion. After one year after delivery/ service completion, the principal bears the burden of proof for the fault and degree of fault of the agent.

32. Operational disturbances
in the own company and those dependent on order fulfilment caused by force majeure e.g. war, insufficient energy, sabotage, strikes and lock outs, natural disasters, pandemic, worker shortage of more than 10% or other unforeseeable, exceptional circumstances through no fault of one’s own e.g. difficulties in material procurement, breakdown of machines, lack of transport means etc result in the release of adherence to the agreed delivery dates and prices. A delay in the delivery date caused by this does not entitle the principal to withdraw from the order or hold the agent responsible for any resulting damages. If it becomes permanently impossible to fulfil the order in full each party is entitled to withdraw from the agreement. Claims for damages excluded. The agent is obliged to immediately inform the principal should any of the aforementioned circumstances occur.

33. Deviations
Any deviations from these terms of delivery and payment only become valid with written agreement. These terms of delivery and payment also remain binding if individual parts are not valid for any reason. General terms of business of the principal or other third parties which deviate from these terms are not binding for the agent. This also applies if the principal refers to these or the agent doesn’t expressly object to them.

34. Applicable law, place of fulfilment and place of jurisdiction
Austrian law applies. The applicability of the UN Convention of Contracts for the International Sale of Goods is excluded. Place of fulfilment for delivery and payment is the location of the agent’s business premises.
The place of jurisdiction for complaints of the agent is the place of jurisdiction of the agent or the place of jurisdiction of the principal, depending on the agent’s choice. For complaints against the agent, it is solely the agent’s place of jurisdiction that is applicable.

35. Other provisions
If individual parts of these terms become invalid or void it will not affect the validity of the remaining terms and conditions. The ineffective or unworkable provision will be replaced by an effective and workable provision which comes closest to the economic objective of the original. These terms also apply if the terms prove to be incomplete.

36. Stipulation requiring the written form
Any changes or supplements of these terms require the written form for their validity. Verbal agreements, for example by the agent’s employees, are not legally binding unless acknowledged in writing by the agent.