



Purchase Conditions

of the Spielkartenfabrik¹ Altenburg GmbH

Leipziger Straße 7

04600 Altenburg / Thüringen

Status as of June 2009

§1 Orders

1. Orders from the Spielkartenfabrik Altenburg GmbH – hereafter referred to as the Spielkartenfabrik [playing card factory] – are only valid, when they have been issued in writing or in an electronic form compliant with the Signature Act.
2. These present conditions apply to all orders from the Spielkartenfabrik to the extent not expressly otherwise arranged. Any conditions on the part of the supplier in its order confirmation or General Terms and Conditions are expressly rejected here. No recognition of any such conditions can be derived from the unreserved acceptance of an order confirmation.
3. With the initial delivery under these present purchase conditions, the contract accepts their exclusive applicability for all subsequent orders.
4. Technical specifications and properties deriving from the technical description of the object of delivery that are given in orders from the Spielkartenfabrik are binding for the supplier.
5. To the extent that safety data sheets or declarations of no objection or specifications from the supplier are on hand or are delivered with the good(s), the statements contained therein are considered binding assurances of the properties of the good(s). Any properties deviating from these must be noted by the supplier in its offer and in the order confirmation.

§ 2 Delivery

1. Agreed-upon deadlines and periods are binding. They begin with the date of the order. Within the delivery period or by the delivery deadline, the good(s) must have arrived at the receiving site named by the ordering party. The supplier enters default, if the agreed-upon deadline is not met. In the absence of an agreement, the supplier enters default if it does not meet the usual and customary delivery time under the given conditions.
2. The supplier is obligated to compensate the Spielkartenfabrik for any damages caused by delay or default. Additionally, the ordering party is entitled to withdraw from the contract or demand compensation for damages after a failure to meet a deadline.
3. The supplier must immediately report any changes/delays of delivery deadlines. The unreserved acceptance of a late delivery or service does not entail any waiver of due claims owing to a late delivery/ service by the ordering party.
4. To the extent not expressly arranged with the Spielkartenfabrik, partial shipments are strictly impermissible.
5. Prior to expiration of the delivery period, the ordering party is not obligated to accept deliveries of goods.

¹ Note that “Spielkartenfabrik Altenburg GmbH” is the proper name of this company and as such, the German name “Spielkartenfabrik” [Eng.=“Playing Card Factory”] will be used throughout this document.



6. Deliveries of insufficient quantity are strictly excluded. Deliveries of excess quantity are to be negotiated on between the ordering party and the supplier. In the absence of a prior arrangement, a maximum excess delivery of 3% is allowed. The Spielkartenfabrik has the right to reduce and retain the billing amount for quantities which exceed 3% excess.

§ 3 Shipping

1. The risk only transfers to the ordering party with the arrival of the good(s) at the receiving site.
2. The supplier must adhere to the shipping instructions of the Spielkartenfabrik and the shipping company or carrier. In all shipping documents, correspondence and invoices, the order and article numbers of the Spielkartenfabrik are to be used.
3. To the extent that nothing else is arranged, the shipping and packing costs will be borne by the supplier. In the case of price setting ex works, the good(s) are to be sent at the lowest current costs. Additional costs required to meet an agreed-upon delivery deadline that make express delivery necessary will be borne by the supplier.
4. When delivery proceeds on Euro-pallettes, only unobjectionable, returnable or exchangeable pallettes are to be used. Damaged Euro-pallettes will be charged to the supplier at the self-pay price.

§ 4 Invoicing and Payment

1. Agreed prices are the maximum prices. Discounts becoming effective in the time between placing the order and paying the invoice will benefit the Spielkartenfabrik.
2. If not otherwise agreed, payments will be made by the ordering party with a discount of 3% for payment within 30 days and net within 60 days.
3. The payment period begins as soon as the delivery/service is completed and correct billing has been completed.
4. Claims against the ordering party can only be ceded with the ordering party's written agreement.
5. In the case of pre-payments, the Spielkartenfabrik is entitled to demand a bank guarantee.

§ 5 Quality and Material Defects

1. All shipments of goods are to be packed and secured so that they are adequately protected from damage in transport, dirt or other outside influences.
2. The supplier must perform suitable, state-of-the-art quality control appropriate to the type and scope of shipment.
3. If a defective shipment results in an acceptance review of the shipment that goes beyond the usual scope, the supplier will bear the costs.

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4. Defects in the delivery are to be reported by the Spielkartenfabrik within 15 work days, concealed defects within this same period from the time the defects are detected. In the case of transit transactions, the period begins with the defect report by the accepting party.
5. The Spielkartenfabrik reserves the right to charge the supplier any costs arising in connection with a complaint of material defect. Costs and risk for the return of defective objects delivered will be borne by the supplier.
6. In the case of defective products or services, the Spielkartenfabrik can demand a remedy – either through correcting the defect or providing a replacement—free of charge. If no remedy is provided within a reasonable period set by Spielkartenfabrik, there exists the right to completely or entirely withdraw from the contract without recourse, to reduce the price, to demand compensation for damages or compensation for futile efforts and expenditures.
7. In urgent cases, especially to avoid excessive damages, the Spielkartenfabrik has the right to undertake remedy of defects itself or have it performed by a third party at to the supplier, if this is necessary to meet its own delivery obligations.
8. If a defect in delivered goods is only detected after they have been subjected to additional processing, the supplier will bear all costs associated with the exchange or remedy of the defective delivered goods.
9. Expenses which the Spielkartenfabrik must bear in relation to its customers because they have a claim to compensation for the expenses necessary to effectuate a remedy – especially costs for transport, transfer, work and materials – will be passed on to the supplier.
10. All deliveries must conform in their type and composition in the full extent with the agreed-upon specifications and to that which must be assumed with awareness of their use and purpose, but at a minimum to the compulsory legal standards – especially to the national and European safety regulations as well as to DIN-Norms applicable at the time of delivery. The supplier guarantees that the objects of contract are free of defects and meet the aforementioned standards.
11. All costs incurred by the Spielkartenfabrik through non-conformity of the delivery with legal and other regulations and norms will be passed on to the supplier in their full amount.

§ 6 Liability

To the extent that nothing else is agreed upon individually, legally mandated provisions apply. The supplier must carry business liability insurance and must provide proof of this coverage to the Spielkartenfabrik on request.

§ 7 Confidentiality

The supplier is obligated to treat as strictly confidential all information not already generally known concerning the contract products, other products and the business processes of the Spielkartenfabrik. The supplier must also pledge its employees, co-workers and sub-suppliers to this same confidentiality.

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§ 8 Force Majeure

War, civil war, export limitations or trade sanctions due to a change in political relationships, as well as strikes, disruptions in business operations, and other events that make the fulfillment of the contract either impossible or unreasonable, are considered force majeure and free the contracting parties from their duties of fulfillment for their duration. The contract partners are obligated, to inform each other of such conditions and to adapt their obligations to the changed conditions in utmost good faith.

§ 9 Place of Fulfilment, Court of Jurisdiction, Side Agreements

1. The place of fulfilment is the site of delivery or performance designated by the ordering party, for payments this is Altenburg /Thüringen.
2. The court of jurisdiction for any conflicts arising from this contractual relationship is Altenburg.
3. German law is exclusively applicable with the exclusion of laws governing the sale of moveable chattels.
4. Oral side agreements must be done in writing in order to be legally enforceable.
5. If a provision of the contract or these conditions should be or become legally unenforceable, the remaining conditions are not affected.

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