

Conditions for Consumable Products

These Conditions for Consumable Products shall apply in addition to SKIDATA's General Conditions. In case of any conflict between these Conditions for Consumable Products and the General Conditions, these Conditions for Consumable Products shall prevail.

1. Subject Matter of the Contract

1.1. These Conditions for Consumable Products shall apply to conventional data carriers, KeyProducts and accessories, but not to hardware, software or other deliveries and services.

2. Prices

2.1. The prices for consumable products are stipulated in SKIDATA's price list.

3. Printing Documentation

3.1. Any and all typesets, printing plates, lithographs, photographically produced films and plates, stamping dye moulds and other means produced by SKIDATA and provided for the production process shall remain the property of SKIDATA even if the Principal paid for such works. This shall also apply to any means of production provided by a third party on behalf of SKIDATA. SKIDATA shall not be obliged to verify whether any printing documentation provided by the Principal or by any third party on behalf of the Principal is suitable and correct, and the Principal shall be solely responsible for the contents thereof and shall ensure that any photos, brands, designs or other contents subject to copyright law or otherwise protected by law can be freely used. The Principal shall indemnify and hold SKIDATA harmless in respect of any claims or proceedings.

4. Quality

4.1. SKIDATA assumes warranty that the delivered tickets can be processed on SKIDATA or SKIDATA compatible equipment in accordance with the relevant product specifications. Warranty is excluded if equipment is used that is not SKIDATA's or SKIDATA compatible. Due to conditions of production and materials, the colour may deviate among the items contained in one delivery or among the items of different deliveries. Press proofs and sample tickets are thus only roughly binding for the indication of the actual colours. Tickets made of plastics are largely inherently stable, break-proof and tear-proof in an ambient temperature between - 20°C and + 50°C.

4.2. All details given in 4.1 shall apply to a statistic reliability of 95 %. SKIDATA shall not be liable for any consequences of improper storage by the Principal and recommends that storage shall be effected in original packaging at a storage temperature between + 5 °C and + 25 °C and a maximum relative humidity of 60 %.

5. SPECIAL PROVISIONS: DELIVERY

5.1. Delivery shall be effected at the Principal's risk and expense to the address stated for delivery in the order confirmation. If the Principal did not state an address for delivery, the invoice address shall be the address for delivery. The Principal must accept excess deliveries or short deliveries of up to 10 percent of the ordered printing products at corresponding calculation. SKIDATA reserves the right to effect partial deliveries in case of production bottlenecks. SKIDATA shall not be liable for any printing or design errors which the Principal released with the approved proofs. SKIDATA will effect all setting changes ordered via telephone or electronic means without assuming any liability for correctness. The Principal cannot change any orders effected as a customer-specific production after the order confirmation was sent and the Principal must accept the entire quantity thereof. The Principal must order the goods in due time so that any error rectification necessary in order to keep the set delivery date can be effected.

6. SPECIAL PROVISIONS: WARRANTY

6.1. SKIDATA assumes warranty for the execution of the order in accordance with its specifications for a period of six (6) months after the date of delivery. Such warranty shall be fulfilled by rectification or new delivery of the goods and exclude any further claims. In case of purely optical defects not affecting the functionality or in case of quantitative defects, SKIDATA shall be entitled, at its discretion, to rectify such defect by granting a reasonable price discount.

6.2. The Principal must notify SKIDATA of any defect immediately and in writing, enclosing a sample of the item complained about and a detailed description of the defect. Complaints about any printing errors or delivery quantity are to be reported in writing within 8 days after receiving the goods. The Principal must keep the goods in respect of which it sent a notification of defect until settlement of the issue and the Principal must hand over such goods to SKIDATA upon request. Any claim for new delivery shall only arise concurrently and only to the extent the defective goods are returned. Replaced goods shall become the property of SKIDATA.

6.3. SKIDATA shall not assume any liability for defects unless the Principal effected all due payments or if the delivered goods were improperly handled or stored. The original agreements shall apply to replacement deliveries. The Principal must accept delayed deliveries unless the transaction included a written agreement for delivery by a fixed date.

6.4. If the Principal only ordered primary materials, SKIDATA shall only be liable for the promised features of such primary materials but neither for the suitability and quality of the end products produced therewith nor for any defects resulting therefrom.

6.5. To determine timeliness of Principals contest of defective cards in the warranty period, SKIDATA needs the order number printed on the contested cards. For this reason, SKIDATA accepts warranty claims only if the age of the cards can be verified by the order number. If the order number has been removed at Principal's request, Principal has to prove that a warranty claim within the warranty period obtains.

7. SPECIAL PROVISIONS: LIABILITY

7.1. SKIDATA shall not be liable for any damage, except for direct damage caused by gross negligence or wilful intent, however, such liability shall not exceed the amount of the invoice for the causal delivery.

7.2. In particular consequential damage or financial loss or claims from consultancy mistakes, cooperation in the application engineering or defects in programmes shall be excluded. In case of any loss or defect of data carriers, SKIDATA shall not be liable for the replacement of lost data.

7.3. In case SKIDATA is not able to effect deliveries or services in due time due to gross negligence or wilful intent and the Principal is thus not able to commence or continue its normal business operations despite having placed its order in due time, the Principal shall be entitled to demand liquidated damages up to an amount equal to 0.5 percent of the net purchase price for each full week of delay, however, not more than 5 (five) percent of the net purchase price of the delayed delivery. Any further claims shall be excluded.

7.4. If the delivered keycards, keytix or keywrist in all formats or other data carriers with additional free memory areas ("Freespace" open for all devices which are compatible with ISO 15693) and if any third party has accessed the free memory area, SKIDATA shall not be liable for data destroyed by overwriting, deletion, reading, manipulation, falsification, copying of data in this free memory area.

7.5. Moreover, SKIDATA shall not be liable

- a) for any criminal or other illegal acts committed by third parties, such as for example acts of piracy, the copying, reproduction, modification or other manipulation of Consumable Products (tickets, key cards, data carriers),
- b) for parts or components of Consumable Products, such as for example chips, which are produced by third parties and manufactured into Consumable Products provided that usage of such parts or components is commonly accepted on the market,
- c) for tickets, keycards, or data carriers being produced or sold by third parties.

8. SPECIAL PROVISIONS: COPYRIGHT AND RIGHT OF REPRODUCTION

8.1. To the extent SKIDATA is the owner of any copyrights to drafts, versions, ordered printing products or any parts thereof, the Principal - upon payment and acceptance of the delivery - shall only acquire the right to distribute the delivered products in accordance with the Copyright Act. Any other rights, in particular the right of reproduction, shall remain with SKIDATA. SKIDATA also has the exclusive right to use produced copying means (setting, films, etc.) and printing products for the production of items for copying.

8.2. If the Principal provides lithographs, print layouts, writings or fonts of any kind, the Principal must, before placing the order with SKIDATA and at its own risk and expense, ensure that SKIDATA may legally use these items for production, copying and distribution purposes in agreement with the copyright holders, if any, and the Principal shall expressly authorise SKIDATA to execute the order and assures SKIDATA that there is no need to contact copyright holders, if any. The Principal expressly indemnifies and holds SKIDATA harmless in respect of any claims or proceedings. SKIDATA will immediately inform the Principal of any claims made against SKIDATA by any third party with respect to copyright, and in case the matter is taken to court, SKIDATA will serve a third-party notice on the Principal. If the Principal fails to join the proceedings as SKIDATA's joined defendant upon such third-party notice, SKIDATA shall be entitled to recognise the claimant's claim and to demand compensation from the Principal irrespective of whether such recognised claim was legitimate or not.