

Stock goods



Explanations and conditions

Stock packages can be shipped on short notice. Subject to prior sale.

Please adjust your order to conform with the packaging units.

All prices are valid for 1,000 pieces exclusive VAT, including packaging, ex works, non-binding.

For net order values of at least 2,500.00 euros we provide free delivery. The minimum order value is 500.00 euros. For orders of less than 500.00 euros we charge a small-quantity surcharge of 50.00 euros.

In addition, our announced conditions of sale and delivery shall apply.

Contact:

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Slip lid tins, 2-piece, with opener

slip lid tins in tinplate
plain on both sides
lid with sharp rim and opener
base with rolled rim, stackable



Item no.		Size (mm)	Contents approx. ml	Packaging unit
Slip lid	SD-0039	75/10		900/box
Base	UN-0028	75/20	75	380/box
Slip lid	SD-0008	85/11		600/box
Base	UN-0023	85/20	100	300/box
Slip lid	SD-0009	99/13		960/box
Base	UN-0022	99/29	200	300/box

Slip lid tins, 2-piece

Slip lid tins of electrolyte tinplate



Item no.	Size (mm)	Contents approx. ml	Packaging unit
Slip lid , rounded shape, with sharp rim plain on both sides SD-0079	38/6		5000/box
Base , with standard bead plain on both sides UN-0102	38/8	9	3500/box
Slip lid , rounded shape, with rolled rim protective varnish on both sides SD-0044.90416SD	50/10		2200/box
Base , with standard bead plain inside, protective varnish outside UN-0026.90632UN	50/11	20	1500/box
Slip lid , stacking shape, with rolled rim white varnish outside, protective varnish inside SD-0011.90028SD	75/10		800/box
Base , with stepped bead white varnish outside, protective varnish inside UN-0001.90028UN	75/23	75	700/box

Lever lid tins

Lever lid tins of electrolyte tinplate
 plain on both sides
 welded side seam
 ring and bottom with rubber seal



Item no.		Size (mm)	Contents approx. ml	Packaging unit
Base , deep-drawn RDU-0001		30/29	14	1500/box
Base , deep-drawn RDU-0021		56/29	50	1020/box
Base , welded RDU-0006		56/61	125	476/box
Base , welded RDU-0007		73/77	250	1815/pallet
Base , welded RDU-0008		84/87	375	1300/pallet
Base , welded RDU-0056		84/112	500	1088/pallet
Base , welded RDU-0010		99/119	750	693/pallet
Base , welded RDU-0011		99/149	1000	594/pallet
Lever lid	RD-0024	30		10000/box
Lever lid	RD-0025	56		825/box
Lever lid	RD-0004	73		550/box
Lever lid	RD-0027	84		1500/box
Lever lid	RD-0006	99		600/box

Cone top cans

Cone top cans of electrolyte tinplate
plain on both sides, welded side seam
Cone and bottom with rubber seal
Screw closure 30 mm with seal



Item no.	Size (mm)	Contents approx. ml	Packaging unit
Cone top can TFL-0001	79/110	500	924/pallet
Metal screw with felt/aluminium seal VO-0003	30		
Metal screw with soldered-in brush 120mm VO-0013	30		

Flat top cans

Flat top cans of electrolyte tinplate
 plain on both sides, welded side seam
 top with central perforation for plastic push-in
 closure
 top and bottom with rubber seal



Item no.		Size/ perforation (mm)	Contents approx. ml	Packaging unit
Flat top can	FFL-0037	56/61/24	125	4200/pallet
Flat top can	FFL-0017/UN	79/122/24	500	1078/pallet
Flat top can	FFL-0028	79/224/24	1000	924/pallet
Flat top can	FFL-0001/UN	99/149/24	1000	594/pallet
Flat top can, REL	FFL-0055/UN	99/149/42	1000	594/pallet
Flat top can, REL	FFL-0054/UN	99/185/42	1250	396/pallet

Plastic push-in closure

VL-B 24/2
 white
 VL-0124

Plastic push-in closure VUL SK 24/12

natural-coloured/red
 VL-0084

Plastic push-in closure HZ 24 CR

natural-coloured/red
 VL-0050

Plastic push-in closure VUP SK 43/11 REL

VL-0063

Plastic push-in closure VUP SK43/11 CR REL

VL-0062

Screw lid tins

Screw lid tins of electrolyte tinfoil



Item no.	Size (mm)	Contents approx. ml	Packaging unit
Screw lid , stacking shape, with rolled rim, with PVC-free compound protective varnish on both sides GD-0005.90522GD	75/13		500/box
Base , with rolled rim protective varnish on both sides GU-0001.90427GU	75/24	75	500/box
Base , with rolled rim protective varnish on both sides GU-0003.90428GU	75/36	150	400/box

Bayonet tins

Bayonet lid tins of electrolyte tinplate
Bayonet turn closure
Lid with rolled rim, stacking shape, sealed
Base with rolled rim



Item no.	Size (mm)	Contents approx. ml	Packaging unit
Bayonet lid , stacking shape, with PVC-free compound protective varnish on both sides ND-0007.90450ND	99/16		250/box
Bayonet base , deep-drawn, with rolled rim protective varnish outside, plain inside NU-0002.90450NU	99/31	200	250/box
Bayonet base , welded, with rolled rim body with protective varnish outside, plain inside bottom plain on both sides NU-0009.90455NU	99/77	500	1089/pallet
Bayonet base , welded, with rolled rim body with protective varnish outside, plain inside bottom plain on both sides NU-0011.90458NU	99/111	750	792/pallet
Bayonet base , welded, with rolled rim body with protective varnish outside, plain inside bottom plain on both sides NU-0013.90459NU	99/147	1000	594/pallet
Bayonet base , welded, with rolled rim body with protective varnish outside, plain inside bottom plain on both sides NU-0015.90460NU	99/180	1300	495/pallet

Slip lid tins, 2-piece, aluminium

Slip lid tins of aluminium



Item no.	Size (mm)	Contents approx. ml	Packaging unit
Slip lid , rounded shape, with rolled rim protective varnish on both sides SD-0084.90616SD	65/9		1500/box
Base , with rolled rim and standard bead protective varnish on both sides UN-0118.90616UN	65/12	30	900/box
Slip lid , flat shape, with rolled rim protective varnish on both sides SD-0075.90617SD	75/7		1200/box
Base , with rolled rim and standard bead protective varnish on both sides UN-0105.90617UN	75/13	50	550/box
Slip lid , flat shape, with rolled rim protective varnish on both sides SD-0015.90618SD	93/9		600/box
Base , with rolled rim and standard bead protective varnish on both sides UN-0121.90618UN	93/17	100	350/box

Spice tins

Spice tins of electrolyte tinplate



Item no.	Size (mm)	Contents approx. ml	Packaging unit
Shaker can of tinplate, matt finish shaker top (fine or coarse) protective varnish on both sides HW-0409 shaker top fine HW-0415 shaker top coarse	55/78	120	48/box
Shaker can of tinplate, matt finish shaker top (1 hole or 8 holes), shaker top covered with plastic foil, with oval plastic window protective varnish on both sides HW-0455 1-hole-top HW-0457 8-hole-top	48/105	135	240/box
Bayonet lid tin of tinplate, with white, turnable shaker top (fine/coarse) matt varnish on both sides HW-0466	55/76	100	100/box
Slip lid tin of tinplate, matt finish with round window at the top and built-in shaker top (fine/coarse) protective varnish on both sides HW-0423	40/92	75	270/box
Slip lid tin of tinplate, matt finish with additional inside cover incl. plastic knob protective varnish on both sides HW-0425	63/90	185	100/box

Plastic jars with screw lid



Item no.	Size (mm)	Contents approx. ml	Packaging unit
Plastic jar HW-0419	74/37	100	6.138/pallet
Plastic jar HW-0420	76/57	150	4.725/pallet
Plastic jar HW-0493	76/60	200	4.500/pallet
Plastic jar HW-0421	81/72	250	3.332/pallet
Screw lid of tinfoil with PVC-free compound protective varnish on both sides	70/13		800/box

General Terms and Conditions

1. Conclusion of Contract and Prices

- The General Terms and Conditions are subject to all contracts and offers of MÜLLER & BAUER GMBH & Co. KG. Deviating conditions of the customer not expressly accepted in writing by MÜLLER & BAUER GMBH & Co. KG are not binding even if not expressly contradicted.
- Our offers are subject to written confirmation. Contracts and offerings will become valid upon our confirmation in writing.
- Our General Terms and Conditions will be subject also to future agreements and offers even if not expressly included.
- If the production costs have increased (due to increase of costs of salary, material, energy, public charges or similar) in the time between concluding the contract and delivery, and if the term of delivery is 6 weeks or longer past the date of the concluding of the contract, we may increase our prices accordingly to the increase of our costs. This does not apply if the price is not agreed as a fixed price expressly in writing.

2. Payment Terms

- Subject to credit and approval, payments are due within 30 days past the invoice date and are strictly net. If payment is made the latest 14 days past invoice date a 1.5% cash discount is granted for those positions of the invoice that conclude of delivery of goods. Cash discount is not applicable for positions consisting of printing costs and services.
- Checks and acceptance bills will only be accepted upon prior written consent by us. The customer is to pay accounting and interest.
- If the payment term is exceeded the customer is obliged to cover the loss of interest amounting to the interest rate charged to us by our own creditor, at least 8 percentage points above the base lending rate of Deutsche Bundesbank. Furthermore the above mentioned due dates no longer apply and any outstanding payment is due immediately free of discount, if any.
- We are entitled to refuse delivery if the payment by the customer is delayed. We are also entitled to refuse delivery if instances become known to us that the customer may not meet the payment term, especially the due date. Furthermore we are entitled to fulfil delivery if the customer pays the invoice immediately upon delivery, or grants adequate deposit. If the customer does not meet the request for adequate deposit we can withdraw from the contract.
- Retention of payments or set-off of contradictory claims is only permitted if the contradictory claim or retention is legally final or undisputed.

3. Retention of Title

- We retain title of the delivery until full payment of all invoices deriving from our business connection with the customer, including checks and acceptance bills. In case of so called check / acceptance-bill legal actions, we retain title until the possibility of regress has expired. If the customer fulfills his obligations deriving from the business relation he is entitled within the principal course of business to dispose of the delivered goods. The customer is obliged to ensure our retention of title if any in the principal course of business also in relation to third parties.
- If the delivered goods are subject to further manufacturing we are to be considered as manufacturer and we gain title of newly manufactured items. If the delivered goods are manufactured and also combined with other goods, we partly gain title amounting to our invoice in comparison to the invoice of the other manufactured goods. If the goods have not been invoiced the current market price of the manufactured goods shall be applicable. In any case the customer stores the manufactured goods for us free of charge.
- If the customer's payment is delayed or in case of cancellation we are entitled to withdraw from the contract within adequate term. In this case the customer hereby irrevocably entitles us to retrieve our goods or the goods manufactured by us. The customer will allow us to enter his business rooms to ensure our rights. After retrieving our goods we are entitled to freely sell the goods. We are entitled to adequate handling fee. The achieved price for the goods is to be deducted from the customer's open balance. Claims for damages are treated separately.
- The customer assigns all rights and claims from the sale of goods to us if we retained title for the sold goods. The assignment is hereby accepted.
- The customer will immediately inform us on any judicial execution relating to our retained title or assigned claims by third parties. The customer will hand over any documentation enabling us to defend our rights and indemnify us for our occurring costs.
- The customer is entitled to collect the assigned claims for us. The customer is also entitled in a regular course of business to dispose of delivered goods and / or manufacture the goods. We may request the fulfillment at any time if the customer does not fulfil his payment obligations, is illiquid, over-indebted, or a motion for insolvency has been filed. In this case, the customer has to display the assignment of our claim to the purchaser. Furthermore the customer will immediately upon request inform us of the purchaser's full name and address and amount of the assigned claim.
- We are obliged upon request of the customer fully or partially to reassign the assigned claim to the customer or fully or partially to waive our retained title if the achievable value of the goods is 20% or higher than the customer's open items.

4. Delivery, Term of Delivery, Acceptance

- For technical reasons a tolerance of up to 10% of the ordered volume to the delivered volume is to be accepted by the customer. This tolerance is also applicable if freight can be handled more economical. Deliveries will only be made in full pallets. A divergence within the tolerance is no insufficiency according to § 434 S. 2 BGB.
- The term of delivery starts with mailing of the acceptance of the order, the earliest however on the day the customer supplies full documentation and advanced payment, if any. We comply with the term of delivery if the delivery is being handed to a freight carrier in time. If a delivery to the customer is obnoxious, the term of delivery is complied with if the delivery is in our storage and prepared to be delivered to the customer. If customer's payments are delayed, we can refrain from delivery until payment has been made.
- If we are inhibited to meet our obligations by unanticipated and unavoidable circumstances, e.g. business disruption, delay in the delivery of any time if the customer does not fulfil his obligations adequately. This also applies if our delivery is delayed, if the delay is not based on deliberate act or gross negligence. If our delivery becomes obnoxious, we are no longer obliged to deliver. The customer hereby waives any claims arising from this, however other claims or rights for withdrawal of the customer remain. If the customer meets the foregoing circumstances the same legal consequences apply for the customer's obligation for acceptance of the delivery.
- Any party can only qualify for the foregoing rights if any consideration in return is being reimbursed immediately.
- The customer is obliged to accept delivery of printed and / or customer-specific goods at the latest 6 months after our acknowledgement of the order. If the customer does not meet his obligations the customer has to bear the incurred costs for storage and delivery. In addition, the customer has to pay the purchase price, if our delivery is delayed the customer has to grant an adequate extension for the term of delivery. If also the extended term of delivery expires the customer can claim compensation for failure of performance. The claim is limited to the costs of an alternative purchase or the amount of the invoice value of the delayed delivery, whichever is less. This limitation is not applicable if the delay is caused deliberately or by gross negligence.

5. Shipment, Passing of the Risk, Packaging

- The delivery is sold to the customer in our premises unless the contract states differently. The passing of the risk is determined as follows:
- If the delivery is to be made in our premises the risk passes on to the customer when the goods are being handed to a freight carrier. In case of FOB or CIF the risk passes on to the customer when the delivery in the port of shipment passes the ships railing, INCOTERMS in its latest version are applicable.
- If the delivery is made to the customer's premises on our expense the risk passes on to the customer when the delivery passes the customer's premises.
- If the delivery is made to a country other than Germany the risk passes to the customer when the clearing formalities of the border control of the exporting country have been passed. The customer will be informed adequately and in time that the delivery is being sent or when the delivery is to be accepted by the customer.
- The risk and the costs of delivery of raw materials or semi-finished products for further manufacturing on behalf of us as well as the return delivery of the finished goods is to be borne by the customer. No compensation has to be paid for damage or loss of stored goods in our premises unless caused deliberately or by gross negligence. Rights deriving from § 959 BGB remain.
- Pallets are not to be returned to the freight carrier upon delivery, but will remain with the customer.

6. Warranty

- The customer immediately upon acceptance of delivery has to analyze the delivery for defects of the delivered goods. Any visible defects have to be advised to us in writing within 10 days after acceptance of the delivery. Non-visible defects have to be advised to us in writing immediately upon perception. Otherwise the delivery is approved free of defect.
- If a delivery is advised as defective or partially defective, goods are approved as free of defect if manufactured.
- We are to be involved in the examinations of the goods if a customer claims our delivered goods to be defect or partially defect. If it is essential for us to find cause of a defect we are entitled to also examine the goods in the customer's premises. The customer has to have the rejected goods at our disposal until we agree in writing to retract the goods or agree in writing to the destruction of the goods.
- In case of defects we are entitled to choose whether we remedy the defects on our expense or substitute the defective goods on our expense. Defective goods are concurrently to be returned to us for substitute goods. The customer may withdraw from the contract or request reduction of the purchase price if remedy or substitution of the defective goods is obnoxious or cannot be fulfilled by us in an adequate term due to reasons not within our responsibility. This does not apply if the defect of the goods only insignificantly reduces the value or effectiveness.
- We abide by the industry standard abilities and industry standard dimension of goods. The customer has to tolerate industry customary divergences. We will use our best efforts to accomplish the customer's color-specifications of the goods, for technical reasons an exact accomplishment cannot be guaranteed.
- The customer is obliged before delivery to verify the abilities of the goods by using allocated samples; we will deliver the sample upon written request.
- We are not liable for damages caused by natural deterioration, improper and/ or unqualified usage and / or treatment, excessive exposure or improper adjustment and / or remedy by the customer or third parties.
- Further claims of the customer are excluded. This especially includes claims based on compensation for loss suffered instead of delivery, direct or indirect consequential damage, and breach of duty before contract or tortious act. This does not apply if we issued goods deliberately or by gross negligence, an auxiliary person or we caused damage deliberately or by gross negligence. Furthermore, this does not apply if our liability is based on the Product Liability Act (Produkthaftungsgesetz) as of December 15 1989 in its current status. In case of negligence our liability for damages is limited to the amount of foreseeable damage. The legal rules of burden of proof remain.
- Our warranty is not extended to abilities of the delivered goods that diverge from the industry-customary use and purpose of the goods unless expressly stated in writing in the contract.
- All claims based on our granted warranty are subject to a limitation period of one year starting with the day of the passing of the risk. This does not apply if a longer limitation period is obligatory by law.

7. Property Rights, Copy Rights, Drafts, Tools

- The customer is obliged to consider any and all third party property rights, copyrights, labeling prerequisites, etc., if any. This also applies to drafts compiled by us based on submissions by the customer. The customer will indemnify us from any and all claims by third parties based on the violation of such rights.
- Drafts, lithographic prints and printing plates will be invoiced partially according to the contract in case of purchase order and will retain title also after payment has been made. They may only be used for third parties with our express written consent. If no purchase order is placed, the customer will pay all costs incurred for drafts and drawings.
- Tools will be invoiced partially according to the contract in case of purchase order. The invoice for tools will be separate to the invoice for the delivery. The first half of the invoice is to be paid with the order, the other half is to be paid upon delivery of the sample. Furthermore the customer has to bear the incurred costs for adjustments of our production tools caused by his order, if any. We retain title of the tools in any case. We are not obliged to deliver the tools to the customer. We carefully store the tools for further usage in case of repeat order, maintain the tools and take out a policy for the damages. Our obligation of storage expires if the customer does not place a repeat order within 2 years of time and we notified the customer adequately.

8. Governing Law, Jurisdiction, Miscellaneous

- For any and all claims between the parties exclusively the law of the country of our principal place of business is applicable. CISG is not applicable.
- For any and all claims based on any contract between the parties exclusively the local court of our principal place of business has full jurisdiction. This also applies to claims based on check or acceptance bill.
- If individual clauses are or become invalid the rest of the agreement remains in full force.

MÜLLER & BAUER GmbH & Co. KG – D-72555 Metzingen / Germany

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