

## General Terms of Sale

### § 1 General, scope of application

- (1) These General Terms and Conditions of Sale (GTC) applies to all our business relations with our customers (hereinafter referred to as "Buyer"). The GTS only applies if the Buyer is an entrepreneur (§ 14 BGB), a legal entity under public or private law or a special fund under public law.
- (2) The GTC apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter also referred to as "Goods"), irrespective of whether we manufacture the Goods ourselves or purchase them from suppliers (§§ 433, 650 BGB). The General Terms and Conditions in their respective version also apply as a framework agreement for future contracts for the sale and/or delivery of movable goods with the same Buyer, without us having to refer to them again in each individual case.
- (3) Our GTC applies exclusively. Deviating, conflicting or supplementary General Terms and Conditions of Business of the Buyer only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This consent requirement apply in any case, for example even if we carry out the delivery to the Buyer without reservation in the knowledge of the Buyer's General Terms and Conditions.
- (4) Individual agreements made with the Buyer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTC. A written contract or our written confirmation is decisive for the content of such agreements. All documents or contractual documents mentioned below are the basis of the contract. They shall apply in the following order of priority. In the event of contradictions, the preceding shall take precedence over the following. They shall apply in succession:
  - a) The order confirmation in case of an individual order,
  - b) The framework agreement for related call-offs (orders) in accordance with our order confirmation,
  - c) The order confirmation,
  - d) Our underlying offer and, if no such offer was submitted, our current price list,
  - e) these general terms and conditions.
- (5) Legally relevant declarations and notifications to be made to us by the Buyer after conclusion of the contract (e.g. setting of deadlines, notifications of defects, declaration of withdrawal or reduction) must be made in text form to be effective.
- (6) References to the validity of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these GTC.
- (7) No liability or guarantee is assumed for the topicality, correctness or completeness of the contents of our website. Our Internet presence merely represents a non-binding presentation of our products and in particular does not contain a contractual declaration (offer) or the description of a specific quality.

### § 2 Conclusion of contract

- (1) Our offers are subject to change and non-binding. This also applies if we have provided the Buyer with catalogs, technical documentation (e.g. drawings, plans, calculations, calculations, references to DIN standards), other product descriptions or documents - also in text form.
- (2) The order of the goods by the Buyer shall be deemed a binding offer to enter into a contract. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer within 2 weeks of its receipt by us. All orders are subject to the possibility of delivery.
- (3) Acceptance can be declared either in writing or in text form (e.g. by order confirmation) or by delivery of the goods to the buyer.
- (4) Insofar as an official permit or approval is required for the execution of the order, the Buyer provides this at his own expense. Insofar as the Buyer provides materials for further processing, these must be delivered free to our works and must comply with the specifications required for processing.

### § 3 Delivery period and delay in delivery

- (1) The delivery period is to be agreed individually or stated by us in the order confirmation. Partial deliveries are permitted at any time, unless otherwise expressly confirmed by us.
- (2) If we are unable to meet binding delivery deadlines for reasons beyond our control (non-availability of the service), we will inform the Buyer of this immediately and at the same time inform him of the expected new delivery deadline. If the service is also not available within the new delivery period, we are authorized to withdraw from the contract in whole or in part; we will reimburse any consideration already provided by the buyer immediately. The case of non-availability of the service in this sense is especially the non-timely self-supply by our supplier, if we have concluded a congruent covering transaction. Our statutory rights of withdrawal and termination as well as the statutory provisions on the execution of the contract in the event of an exclusion of the obligation to perform (e.g. impossibility or unreasonableness of performance and/or subsequent performance) remain unaffected. The Buyer's rights of withdrawal and termination in accordance with § 8 of these GTC also remain unaffected.
- (3) The occurrence of our delay in delivery is determined in accordance with the statutory provisions. However, unless a specific delivery date has been promised by us, a reminder or setting of a grace period by the Buyer is required. If we are in default of delivery, the Buyer may demand lump-sum compensation for damages caused by the delay. The lump-sum compensation amounts to 1% of the net price (delivery value) for each completed period of 30 days of delay, but in total not more than 5% of the delivery value of the delayed goods. We reserve the right to prove that the buyer has not incurred any damage or only a significantly lower damage than the above lump sum.

### § 4 Delivery, transfer of risk, acceptance, default of acceptance

- (1) Delivery is ex works or warehouse, which is also the place of performance. At the request and expense of the Buyer, the goods are shipped to another destination (sale to destination). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.
- (2) Insurance against transport damage and loss shall only be taken out at the explicit request of the Buyer and at his expense. Transport damage and shortfalls must be determined upon arrival of the shipment and we must be notified immediately.
- (3) The risk of accidental loss and accidental deterioration of the goods passes to the Buyer at the latest upon delivery. However, in the case of sales shipment - including freight-free delivery - the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay already passes to the Buyer upon delivery of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment. If acceptance has been agreed, this is decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services also apply accordingly to an agreed acceptance. If the Buyer is in default of acceptance, it shall be deemed equivalent to handover or acceptance.
- (4) If the Buyer is in default of acceptance, if he fails to cooperate or if our delivery is delayed for other reasons for which the Buyer is responsible, we are entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). Irrespective of this, we charge a one-time flat-rate processing fee of 150.00 €. The proof of a higher damage and our legal claims (in particular compensation for additional expenses, damages, termination) remain unaffected. The buyer is allowed to prove that we have not incurred any damage at all or that the damage incurred is considerably lower than the above lump sum.
- (5) In the production of paper goods, the occurrence of defective goods cannot be avoided and a proportion of up to 5% of the total quantity is not objectionable. Normal printing inks are used for printing. When placing the order, the Buyer must specifically point out if he has special requirements (e.g. light fastness, friction resistance, etc.). Customary commercial tolerances in colouring, quality, purity, strength and gram weight of the goods are to be accepted with each delivery. For printing orders and custom-made products, we reserve the right to deliver up to 5% more or less than the quantity ordered for production reasons.

### § 5 Prices and terms of payment

- (1) Unless otherwise agreed in individual cases, our prices valid at the time of conclusion of the contract apply, namely ex warehouse, plus the statutory value added tax applicable on the day of delivery. If the pricing is based on the cost factors applicable and shown on the day of the offer and if these change up to the day of delivery, we are entitled to change the price to the same extent. If the price increases as a result, the buyer is entitled to withdraw from the contract. The costs for subsequent changes to the delivery item at the request of the buyer will be invoiced separately, unless otherwise specified in the order confirmation.
- (2) In the case of sale by delivery to a place other than the place of performance (§ 4 para. 1), the Buyer must bear the transport costs ex warehouse and the costs of any transport insurance requested by the Buyer. If no individual agreements have been made regarding the assumption of transport costs, a flat rate for transport costs (excluding transport insurance) in the amount of 1,000 EUR (one thousand) is deemed to have been agreed. Any customs duties, fees, taxes and other public charges is to be borne by the Buyer. We do not take back transport packaging and all other packaging in accordance with the German Packaging Ordinance; it becomes the property of the Buyer; with the exception of Euro pallets.
- (3) Unless otherwise specified in the order confirmation, our invoices are due for payment immediately. Payment must be made within 30 days of the due date and receipt of the invoice; the date of receipt of payment by us is decisive. The deduction of a discount is only permissible if it has been agreed separately in writing. However, in the case of contracts with a delivery value of more than EUR 50,000 (fifty thousand), we are entitled to demand a down payment of 30% of the purchase price. The down payment is due immediately and must be paid within 14 days of the invoice date.
- (4) In the event that the payment deadline is exceeded, interest and fees in accordance with the usual bank rates for unsecured short-term credits are paid from the due date, irrespective of any reminder required by law.
- (5) Failure to comply with the terms of payment or deterioration in the financial circumstances of the Buyer entitle us to claim immediate maturity of all claims regardless of the term. They also entitle us to carry out outstanding deliveries only against advance payment or provision of security, as well as to withdraw from the contract after a reasonable period of grace or to claim damages for non-performance, notwithstanding the right to take back the goods delivered under reservation of title at the expense of the Buyer.
- (6) The Buyer is only entitled to rights of set-off or retention insofar as his claim has been legally established or is undisputed. In the event of defects in the delivery, § 7 para. 6 remains unaffected.

### § 6 Retention of title

- (1) We reserve the right of ownership of the delivered goods until full payment of all our present and future claims arising from the purchase contract and an ongoing business relationship.

- (2) The goods subject to retention of title may not be pledged to third parties or transferred by way of security before full payment of the secured claims. The Buyer has to notify us immediately in writing if and to the extent that third parties have or are expected to have access to the goods belonging to us.
- (3) If the Buyer acts in breach of the contract, in particular if he fails to pay the purchase price due, we are entitled, in accordance with the statutory provisions of contract or/and to demand the return of the goods on the basis of the retention of title. The demand for return of the goods does not include the declaration of withdrawal; we are rather entitled to demand only the return of the goods and to reserve the right of withdrawal. If the buyer does not pay the due purchase price, we may only assert these rights if we have previously set the buyer a reasonable deadline for payment without success or if such a deadline is dispensable according to the statutory provisions.
- (4) The Buyer is entitled to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case the following provisions apply in addition:
- Retention of title extends to the full value of the products resulting from the processing, mixing or combination of our goods, whereby we are deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same applies to the resulting product as to the goods delivered under retention of title.
  - The Buyer hereby assigns to us by way of security all claims against third parties arising from the resale of the goods or the product, or in the amount of our possible co-ownership share in accordance with the preceding paragraph. We accept the assignment. The obligations of the buyer mentioned in paragraph 2 also apply in consideration of the assigned claims.
  - In addition to us, the buyer remains authorized to collect the claim. We undertake not to collect the claim as long as the buyer meets his payment obligations to us, is not in default of payment, no application for the opening of insolvency proceedings has been filed and there is no other defect in his ability to pay. However, if this is the case, we can demand that the buyer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.
  - If the realizable value of the securities exceeds our claims by more than 10%, we will release securities of our choice at the request of the buyer.

#### **§ 7 Buyer's claims for defects**

- (1) The statutory provisions apply to the Buyer's rights in the event of material defects and defects of title (including wrong and short delivery), unless otherwise provided for in the following. In all cases, the statutory special provisions remain unaffected in the case of final delivery of the goods to a consumer (supplier recourse according to §§ 478, 479 BGB).
- (2) The basis of our liability for defects is above all the agreement reached on the quality of the goods. The product descriptions designated as such, which are the subject of the individual contract, are deemed to be the agreement on the quality of the goods, whereby it makes no difference whether the agreed product description originally comes from the purchaser, the manufacturer or from us. If samples were provided in advance of the individual contract, no agreement on the quality of the goods will be made on the basis of these samples. Rather, the samples should only give an approximate impression of the goods. Thus, a deviation from the quality of the sample does not constitute a defect.
- (3) Insofar as the quality has not been agreed, the statutory regulation is used to assess whether or not there is a defect (§ 434 para. 1 sentences 2 and 3 BGB). However, we do not assume any liability for public statements by the manufacturer or other third parties (e.g. advertising statements).
- (4) The Buyer's claims for defects presuppose that he has complied with his statutory obligations to inspect and give notice of defects (§§ 377, 381 HGB). If a defect is discovered during the inspection or later, we must be notified of this in writing without delay, whereby the timely dispatch of the notification is sufficient to meet the deadline. Irrespective of this obligation to examine and give notice of defects, the Buyer must notify us immediately in writing of any defects (including wrong and short delivery), whereby timely dispatch of the notice must be sufficient to meet the deadline. If the buyer fails to carry out the proper examination and/or report defects, our liability for the defect not reported is excluded.
- (5) If the delivered item is defective, we may initially choose whether we provide subsequent performance by eliminating the defect (rectification of defects) or by delivering a defect-free item (replacement delivery). Our right to refuse the chosen type of subsequent performance under the statutory conditions remains unaffected.
- (6) We are entitled to make the subsequent performance owed dependent on the Buyer paying the purchase price due. The Buyer is, however, entitled to withhold a reasonable part of the purchase price in proportion to the defect. Furthermore, notices of defects do not entitle the Buyer to withhold the purchase price or a part thereof or to offset counterclaims.
- (7) The Buyer must give us the time and opportunity necessary for the subsequent performance owed, in particular to hand over the goods complained about for inspection purposes. In the event of a replacement delivery, the Buyer must return the defective item to us in accordance with the statutory provisions.
- (8) We bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, if a defect actually exists. If, however, the Buyer's demand for the removal of a defect turns out to be unjustified, we may demand reimbursement of the costs incurred from the Buyer.
- (9) In urgent cases, e.g. if operational safety is endangered or in order to prevent disproportionate damage, the Buyer has the right to remedy the defect himself and to demand from us reimbursement of the expenses objectively required for this purpose. We must be notified immediately, if possible in advance, of any such self-remedy. The right of self-remedy does not exist if we would be entitled to refuse a corresponding subsequent performance according to the statutory provisions.
- (10) If the subsequent performance has failed or a reasonable deadline set by the Buyer for the subsequent performance has expired without success or if the setting of a deadline is dispensable according to the statutory provisions, the Buyer may withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there is no right to withdraw from the contract.
- (11) The Buyer's claims for damages or compensation for futile expenses exist only in accordance with § 8 and are otherwise excluded.

#### **§ 8 Other liability**

- (1) Unless otherwise provided for in these GTC including the following provisions, we are liable for any breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.
- (2) We are liable for damages - regardless of the legal basis - in the event of intent and gross negligence. In case of simple negligence we are only liable for
- for damages resulting from injury to life, body or health,
  - for damages resulting from the breach of a material contractual obligation (obligation the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.
- (3) The limitations of liability resulting from paragraph 2 do not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods. The same applies to claims of the Buyer under the Product Liability Act.
- (4) Due to a breach of duty which does not consist of a defect, the Buyer may only withdraw or terminate the contract if we are responsible for the breach of duty. A free right of termination by the Buyer (in particular pursuant to §§ 650, 649 BGB) is excluded. In all other respects, the statutory requirements and legal consequences apply.
- (5) In cases in which a warranty claim is made against the Buyer under the provisions of the sale of consumer goods (§ 474 BGB), the following applies to our recourse liability under § 478 BGB: The Buyer's claims for damages are limited to cases in which the defectiveness of the item delivered by us is based on intent; otherwise claims for damages by way of recourse pursuant to § 478 BGB are excluded. If the buyer violates a duty of inspection and notification of defects incumbent upon him according to § 377 HGB, all other claims for recourse according to § 478 BGB are also excluded.

#### **§ 9 Limitation period**

- (1) Notwithstanding § 438 (1) No. 3 BGB (German Civil Code), the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period begins upon acceptance. There is no shortening of the limitation period in the event of malice or intent on the part of the Seller or if life, body, health or freedom are affected; the same applies to liability under the Product Liability Act, gross negligence and culpable breach of material contractual obligations.
- (2) Special statutory provisions for in rem restitution claims of third parties (§ 438 para. 1 No. 1 BGB), in case of malice on the part of the Seller (§ 438 para. 3 BGB) and for claims in supplier recourse in case of final delivery to a consumer (§ 479 BGB) also remains unaffected.
- (3) The above limitation periods of the law on sales also applies to contractual and non-contractual claims for damages of the Buyer based on a defect of the goods, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in individual cases. The limitation periods of the Product Liability Act remains unaffected in any case. Otherwise, the statutory limitation periods apply exclusively to the Buyer's claims for damages pursuant to § 8.

#### **§ 10 Data protection, industrial property rights and copyright**

- (1) The collection, storage and processing of personal data of the Buyer is carried out in compliance with the EU Data Protection Basic Regulation and the Federal Data Protection Act (BDSG). Furthermore, we reserve the right to transfer personal data to service providers commissioned by us to the extent necessary for the fulfilment of the contract. For this we refer to the data protection declaration on our website.
- (2) The provision of goods and services does not in principle involve any transfer of rights to industrial property rights or copyrights to which we are entitled. Such a granting or transfer is exclusively based on a separate agreement.

#### **§ 11 Choice of law and place of jurisdiction**

- (1) These General Terms and Conditions and all legal relations between us and the Buyer are governed by the law of the Federal Republic of Germany to the exclusion of its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11.04.1980. The prerequisites and effects of the reservation of title in accordance with § 6 are subject to the law of the respective location of the item, insofar as the choice of law made in favour of German law is inadmissible or invalid according to this.
- (2) For all disputes arising from the contractual relationship, if the Buyer is a merchant, a legal entity under public law or a special fund under public law, legal action is to be taken at the court having jurisdiction for the Seller's registered office. However, we are also entitled to file a suit at the buyer's headquarters.