

General Terms and Conditions of Purchase

I. General provisions, scope

Orders submitted by the purchaser are based exclusively on the following General Terms and Conditions of Purchase (hereinafter referred to as 'GTCs'). These GTCs apply to all current and future business relationships, unless otherwise agreed in a bespoke contract between the vendor and the purchaser. Any deviating, conflicting, or additional terms on the part of the vendor or third parties do not form part of the contract. This also applies if the purchaser does not explicitly veto them.

II. Order placement and confirmation

- 2.1. Orders, together with any modifications and additions, are only binding for the purchaser if they are placed or confirmed by the latter in writing by fax or email. In the order, the specifications of the delivery/service that is to be supplied and/or performed by the vendor are established. With regard to the scope of the delivery/service, only the previously mentioned purchase order is relevant. If the vendor modifies the purchaser's order when confirming it or makes additions to it, this is regarded as a new offer vis-à-vis the purchaser and requires an explicit written confirmation by fax or email by the purchaser.
- 2.2. The vendor is to handle the conclusion of the contract confidentially. It may only mention the purchaser as a reference to third parties with the consent of the purchaser.
- 2.3. The vendor must inform the purchaser in writing by fax or email of any planned technical modifications (use of materials, design modifications or similar changes.) of the goods ordered by the purchaser.

III. Delivery specifications, packaging, receipt of goods

3.1. Delivery specifications

Packing slips and shipping documents are to be enclosed with all deliveries. The scope of the delivery must be sufficiently clearly specified in the shipping documents; accordingly, the exact description of the delivery item (quantities, number of pieces, dimensions, weight etc.) as well as the respective order numbers/order data of the purchaser must be specified.

3.2. Packaging

- 3.2.1. The delivery item is of good merchantable quality, and, in as far as DIN, VDE, VDI, DVGW or other applicable norms apply to the delivery item, it is to be delivered in compliance with these norms. The delivery item is to be manufactured and supplied in a way that complies with the applicable legal regulations at the point of use on the day of delivery.
- 3.2.2. The purchaser operates an environmental and energy management system. The latter therefore strives to purchase goods in a way that is as environmentally friendly and energy efficient as possible. In this context, the vendor is, if possible, to submit corresponding alternatives for the product and for energy-efficient and environmentally friendly packaging and shipment of the delivery item, which comply with the legal provisions specified here.
- 3.2.3. If the delivery item contains paper for web offset printing: suitable for 4x4 colour web offset printing with hot air drying, running speed up to 17 m per second, heat-resistant glue, with the glue points clearly marked on the edge of the reel and the reel labels. Only impeccable, circular sleeve material is to be used. The light sleeve width amounts to 76 mm.
- 3.2.4. If the delivery item contains reels of paper and/or pallets: reels of paper and pallets must display a barcode according to the stipulations of IFRA 16. If the barcode is missing, the purchaser is entitled to refuse receipt of the delivery and to charge any resulting additional costs per delivery to the vendor.
- 3.2.5. If the delivery item contains products that have been printed and/or produced on behalf of the purchaser, a packing slip provided by the purchaser or a neutral packing slip (i.e. without reference to the vendor) is to be enclosed with each delivery.

3.3. Conditions for receipt of goods

3.3.1. Central receipt of goods

The receipt of goods department handles all deliveries according to the delivery dates and times specified by the purchaser. The prerequisite for a trouble-free handling process is the adherence to delivery dates/times. The purchaser records delivery failures in its management information system (MIS) and carries out regular vendor reviews.

3.3.2. Goods receipt times

Unless explicitly agreed otherwise in writing, the goods receipt times specified in the relevant purchase order apply.

3.3.3. Delivery address/Place of receipt

Unless explicitly agreed otherwise in writing, the delivery address/place of receipt specified in the relevant purchase order applies.

3.3.4. Shipping regulations

Reel paper is to be delivered upright on a JOLODA system. The reel labels need to be optimally aligned (front side and around the reel itself) to allow free access to scan the bar code.

3.3.5. Packing instructions

Sheet paper: Single or double pallets with a maximum pallet height of 1200 mm or a max. weight of 1150 kg.

Reel paper: Maximum diameter 1250 mm, inner diameter of sleeve 76 mm, a maximum of one paper reel per outer packaging.

Other materials: On euro-pallets, maximum pallet height 1200 mm.

The purchaser only accepts transport-proof outer packaging and packaging types that conform to current legal regulations. The use of any other packaging types must be explicitly agreed in writing with the purchaser. The goods must be clearly marked.

3.3.6. Labelling of goods

Indication of order/material/job number according to purchase order, item description, indication of quantities per packaging unit and total packaging content, batch or job number, environmental and certification label, production date, expiry date, other indications according to current legal regulations, 1 label on both the front and the side of each packaging type. Reel paper: peel-off self-adhesive bar code labels for the reel numbers are *desirable*; otherwise, code to be printed on. Example: 2 of 5 interleaved or Code 39 according to the IFRA standard with a 16-digit number code.

3.3.7. Additional labelling requirements in order documents

Indication of order/material/job number according to purchase order in order confirmations, delivery slips, other documents accompanying the goods, invoices, and credit notes.

3.3.8. Refusal of receipt

If any of the following defects or discrepancies are established during the incoming goods inspection, the purchaser can exercise its right to refuse receipt of the goods. This applies to:

- *Transport damage*
- *Delivered goods which deviate from purchaser's order specifications*
- *Failure to respect delivery dates and times*
- *Breach of other aspects of these conditions for the receipt of goods*

IV. Prices

The prices stated in the order or confirmed in writing as part of the contractual agreement with the purchaser are fixed prices, not including the applicable legal value added tax. Unless agreed otherwise in writing, these prices are considered free to the agreed place of receipt (see clauses 3.3.2 and 3.3.3). Unless agreed otherwise in writing, these prices also include the costs of the appropriate packaging for the delivery item. The payment terms are 14 days including an early payment discount of 3%, or 30 days net following receipt of the delivery and the invoice. With regard to the timeliness of the purchaser's payment, the day upon which the purchaser's bank receives the transfer order is decisive.

V. Delivery dates

- 5.1. The delivery dates specified in the order are binding. The receipt of the delivery item including shipping papers at the point of receipt designated by the purchaser is the decisive indicator for compliance with the delivery date. Premature deliveries or partial deliveries are not permitted, unless explicitly otherwise agreed in writing.
- 5.2. The vendor is in default once the day upon which the delivery item was due to be delivered has passed, without any reminder being required from the purchaser. Moreover, statutory regulations apply in the event of a delivery delay on the part of the vendor.
- 5.3. The vendor must immediately inform the purchaser in writing of any apparent or potential delivery delay, indicating the reason for and likely duration of the delay. If the vendor does not comply with this requirement, it cannot claim that it is not responsible for the delay.

VI. Transport risk

The transport risk is borne by the vendor. All risks relating to the delivery item are only transferred from the vendor to the purchaser following the delivery and receipt of the delivery item to the place of receipt that has been agreed with the latter.

VII. Quality of delivery item, guarantees, defects

- 7.1. The vendor guarantees that the delivery item is of the quality agreed in the contract, displays particularly those characteristics detailed in the order and is suited to the intended use foreseen in the contract. Moreover, the vendor guarantees that the composition and or make-up, quality, packaging, declaration, and specifications of the delivery item comply with the contractually agreed regulations, as well as those in force both domestically and internationally.
- 7.2. If the order is based on a sample that has been accepted by the purchaser, the vendor is obliged to supply, for all deliveries and – if agreed – partial deliveries, a quality and composition and/or make-up that corresponds to the sample. In this case, the vendor guarantees that all deliveries and partial deliveries will display the characteristics of the quality sample.
- 7.3. The vendor guarantees that the delivery item does not infringe any third-party rights, particularly that it is subject neither to third-party ownership rights, domestic or international trademarks nor any other copyrights which might be infringed by the execution of the order, or the further processing or resale of the delivery item. If third parties were to assert such rights to the delivery item vis-à-vis the purchaser, the vendor is obliged to immediately clarify the validity of the asserted claims. Without prejudice to further legal rights on the part of the purchaser, the latter is entitled to refuse receipt of the delivery item to the vendor, to return any delivery items that have already been accepted to the vendor at the latter's expense and to have the payment of the purchase price reimbursed until the validity of the asserted claims has been verified.
- 7.4. If the delivery item does not comply with the guarantees according to clauses 7.1, 7.2 or 7.3, the purchaser is entitled to withdraw from the order and demand compensation in lieu of the product or service without setting any further deadline. This applies regardless of whether the vendor is responsible for not complying with guarantees. The level of compensation is determined in the subsequent clause 8.
- 7.5. As the purchaser's interest in receiving the delivery item depends on a complete delivery without defects, the latter is entitled to withdraw from the entire order and to demand compensation in lieu of the product or service according to the level defined in the subsequent clause 8, if only partial quantities are delivered rather than the agreed quantities, and if only parts of the delivery are affected by defects.
- 7.6. The vendor explicitly agrees to forego its right to the assumption of approval contained in § 377 of the German Commercial Code (HGB), according to which the delivery item is considered approved if a defect is not immediately reported after it has been discovered, unless the defect is immediately evident. Even if the vendor has not assumed any guarantee for the quality of the delivery item, it cannot resort to the defence that defects resulting from gross negligence remained unknown to the purchaser (§ 442 of the BGB) – among other things, because it is aware of the particularities of the purchaser's logistics organisation.
- 7.7. In addition, the purchaser is entitled to the rights pertaining to defects in §§ 433 ff. of the BGB.

VIII. Compensation

In the case of delivery dates that have been agreed as a fixed deadline, the question as to whether the purchaser remains interested in receiving the delivery item is dependent on whether ALL delivery dates are adhered to. If these delivery dates are not met (also with respect to partial quantities), the purchaser is entitled – regardless of its other rights – to withdraw from the contract without setting any further deadline and to demand compensation in lieu of full performance amounting to a lump sum of 10% of the purchase price, unless the vendor can prove that the damage is less or did not occur, or the purchaser can prove that the damage is higher. This applies independently of whether the vendor is responsible for the fixed deadlines not being met.

IX. Invoices

Invoices are not to be enclosed with the delivery item but are to be sent immediately, and separately from it, in a proper, digital format at the time of delivery to the purchaser. An Invoice's format can only be described as 'proper' if it complies with the respective legal requirements and contains the order number communicated by the purchaser.

Invoices are to be sent in digital form to the following e-mail addresses:

Invoice address:

WKS Print Partner GmbH
Westend Druckereibetriebe
GmbH
Kraft-Schlötels GmbH
Strube Druck & Medien GmbH
Inline Rollenoffset Ploch &
Strube GmbH
Haberbeck Druck GmbH
WKS Fulfillment GmbH
WKS Wachter GmbH

E-Mail:

rechnungseingang@wksgruppe.de
rechnungseingang@wksgruppe.de
rechnungseingang@wksgruppe.de
strube-e-rechnung@ploch-strube.de
inline-e-rechnung@ploch-strube.de
invoice@haberbeck.de
invoice@wks-fulfillment.de
invoice@wachter.de

X. Assignment, settlement, offsetting

- 10.1. Without the purchaser's prior written consent, the vendor cannot assign its contractual claims vis-à-vis the purchaser, whether entirely or partially, to any third parties. In the case of advance assignments within the framework of a reservation of ownership by suppliers of the vendor, consent is, however, granted with the proviso that offsetting is permitted against counterclaims acquired after notice of the assignment.
- 10.2. The vendor agrees that the purchaser can offset all claims directed against it by **companies belonging to the WKS Group** with all liabilities of the WKS Group vis-à-vis the purchaser. This also applies if payment in cash has been agreed on one side and payment in bills of exchange or another method has been agreed on the other.
- 10.3. The vendor can only offset its claim vis-à-vis the purchaser if it has been found to be undisputed or legally binding.

XI. Transfer of documents

- 11.1. The drawings, models, samples, and other documents (hereinafter referred to as 'WKS documents') that have been transferred by the purchaser to the vendor, or that have been produced by the latter based on the purchaser's instructions, remain the property of the purchaser and may only be used to execute the order. The vendor may not produce copies of WKS documents if this is not required to execute the order. WKS documents and any existing copies of them are to be returned to the purchaser immediately after executing the order and at any moment upon request. If it is not possible to return them, the vendor must immediately delete or destroy the WKS documents, together with all copies of them, and immediately confirm the deletion or destruction in writing upon the request of the purchaser.
- 11.2. Any WKS documents that have been transferred by the purchaser to the vendor for the purposes of the order are binding for the vendor. The latter must, however, check them for any inconsistencies and immediately advise the purchaser of any discovered or suspected errors in writing; otherwise, the vendor may not invoke these inconsistencies/errors in his favour at a later point in time. The vendor also remains responsible for WKS documents produced by the vendor when they have been approved by the purchaser.

XII. Confidentiality, advertising, data protection

- 12.1. The vendor is obliged to keep entirely confidential the purchaser's order and all provisions applying to it, together with all information and documents supplied in relation to the order (except for publicly available information and documents).
- 12.2. Without the purchaser's prior written consent, the vendor may not refer to the business relationship existing between the parties or use it to advertise its products or services in any other way.
- 12.3. The vendor is obliged to respect the latest versions of all data protection regulations and comply with them.

XIII. Subcontractors, minimum wage

- 13.1. The vendor is only entitled to employ sub-contractors if the purchaser has provided its prior written consent. The vendor must subject such sub-contractors to the responsibilities contained in these GTCPs and to prove this to the purchaser upon request.
- 13.2. The vendor confirms that it engages its employees, together with other persons engaged for this purpose, according to the currently applicable provisions of the Minimum Wage Law (MiLoG). The vendor holds the purchaser free and harmless of any claims made by third parties, in particular financial penalties, which are invoked against the purchaser for failing to respect the provisions of the MiLoG.

XIV. Data protection

- 14.1. The purchaser does not process any personal data on behalf of or at the instruction of the vendor when fulfilling the contract. The contractual parties commit to processing all personal data only in compliance with data protection regulations, particularly the European General Data Protection Regulations (hereinafter referred to as 'EU GDPR') and the Federal Data Protection Act (hereinafter referred to as 'BDSG').
- 14.2. By way of derogation, if the purchaser is commissioned to process the vendor's personal data, the contractual parties conclude a separate order processing agreement in line with art. 28 Para. 3 of the EU GDPR. In this case, the purchaser processes all the vendor's personal data on behalf of and upon the instructions of the vendor. From a data protection perspective, the vendor retains the ownership of the data and is responsible for the legality of the processing of the vendor's personal data for order purposes.
- 14.3. The data protection managers of the contractual parties remain mutually available to answer any questions related to data protection.

XV. Modifications, additions, validity

- 15.1. Modifications and additions to the contract and/or these GTCPs and/or any additional agreements are to be made in writing. This also applies to a change in the written form requirement itself.
- 15.2. If a provision in this contract and/or these GTCPs becomes wholly or partially invalid, the validity of the other provisions remains unaffected. In this case, the parties commit to replacing the invalid provision with the valid provision which should correspond as closely as possible to the commercial purpose of the invalid provision.

XVI. Place of fulfilment, court of jurisdiction

If the vendor is a merchant, a legal entity of public law, or a separate estate under public law, or does not have any domestic general place of jurisdiction, the place of fulfilment and the court of jurisdiction are, for all disputes resulting from the contractual relationship, including legal proceedings involving cheques, bills of exchange and legal documents, the registered office of the purchaser. The purchaser is also entitled to file a suit against the vendor in any other permitted court of jurisdiction. For all legal relationships between the purchaser and the vendor, the Law of the Federal Republic of Germany applies with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

XVII. General information requirement according to § 36 of the Law for the Resolution of Consumer Disputes (VSBG)

The purchaser does not participate in dispute resolution proceedings in the context of the VSBG.

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