

General Commercial, Delivery, and Payment Terms

I. General provisions, scope

The contractor fulfils its deliveries and supplies its products and services exclusively according to the following General Commercial, Delivery, and Payment Terms (hereinafter referred to as the 'GCDPTs'). These GCDPTs apply to all current and future business relationships, unless otherwise agreed in a bespoke contract between the contractor and the client. Any deviating, conflicting, or additional terms on the part of the client or third parties do not form part of the contract. This also applies if the contractor does not explicitly veto them.

II. Formation of contract, prices

- All offers made by the contractor are without obligation. The contractor reserves the right to make technical changes as well as modifications or alterations relating to form/colour/ and/or weight, if these are acceptable to the client, when taking into account the contractor's interests. A contract is only concluded if the contractor confirms the order in writing or when the order is executed, even if, by way of derogation, the delivery of the ordered goods can be considered as the total or partial acceptance of the contractual offer. The client is also entitled to only accept part of a given order. On no account do declarations or performance specifications represent the acceptance of a guarantee of quality or durability, unless such a guarantee is agreed explicitly in writing.
- The prices are quoted ex-works. They do not include packaging, freight, postage, insurance, customs, or any other shipping costs. The prices specified in the offer apply on condition that the order data, upon which the order is based, remains unchanged. The prices do not contain any value added tax. The prices are based on the cost of materials and wages on the day the offer is submitted. If the processing of the individual order takes longer than four months, starting from the day the contract is concluded, the contractor is entitled to adjust the prices specified in the order confirmation to an extent that compensates for any cost increases (wages, salaries, materials, general business costs etc.) that form the basis of the cost calculation. In this case, the client is entitled to withdraw from the contract, if a price increase of more than 5% per year has occurred since the contract was concluded. Any subsequent modifications at the request of the client, including any machine downtime resulting from them, will be charged to the client separately. Any repetitions of press proofs, which are requested by the client because of minor deviations from the master copy or the original, are also considered to be subsequent modifications. Any preliminary work commissioned by the client, such as samples, sketches, drafts, typesetting specimens, proofs or similar items, are charged separately by the contractor.

III. Payment conditions

- Payment (net price not including VAT) must be made immediately after receipt of the invoice without deductions. A payment discount is only granted based on a previous written agreement. The same applies to the payment of packaging and freight costs, postage, insurance, customs, and any other shipping costs. The invoice is issued on the day of delivery, partial delivery, or the day upon which the contractor was ready to deliver (in situations where the client has an obligation to pick up the goods and there is a delay in accepting them). Bills of exchange are only accepted based on a specific, prior written agreement and only for the purpose of payment, without payment discounts. Interest and expenses will be borne by the client and are to be paid immediately. If a bill of exchange has not been honoured, the contractor is only liable for its timely presentation, protest, notification, and return, if it or its agents are charged with intent or gross negligence.
- If the contractor needs to make exceptional investments in advance, or if unusually large quantities of paper, board, carton, or special materials need to be provisioned, the contractor has the right to request an appropriate pre-payment.
- The statutory regulations relating to the consequences of payment arrears apply. In the event of a delay in payment, the client will pay interest on arrears at a level of 8 (eight) percentage points above the base rate. This does not preclude the assertion of further damages relating to payment arrears.

IV. Right of retention, offset payments

- If, following the conclusion of the contract, the fulfilment of the payment claim is jeopardised by the client's inability to pay, the contractor can request pre-payment or a security deposit, retain goods that have not yet been delivered, and stop all further work. The contractor is also entitled to these rights if the client is in default of payment for deliveries based on the same legal relationship. § 321 II of the German Civil Code (BGB) remains unaffected by this. If the pre-payments or security deposits are not provided within a reasonable period of grace, the

contractor is entitled to withdraw, entirely or partially, from some or all of the contracts in question. The client reserves the right to assert other contractual claims.

- The contractor is entitled to offset all existing monies receivable vis-à-vis the client with counterclaims from the client or from companies associated with the client. Offsetting is also permitted 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.
- The client can only offset the contractor's claims with an undisputed or legally binding claim.
- The contractor can exercise a right of retention to all data, printing and punch/stamp copies, manuscripts, raw materials, and other items according to § 369 of the German Commercial Code (HGB) until all claims resulting from the business relationship have been settled.

V. Retention of ownership

- The delivered goods remain the property of the contractor until all the contractor's claims resulting from the business relationship with the client have been settled.
- With respect to current accounts, the retained ownership serves as security for the balance due to the contractor.
- The client is only permitted to sell the retained goods in the proper course of business. The client is not entitled to pledge the reserved goods, offer them as a security or make other provisions that might jeopardise the contractor's property. The client assigns already herewith any claims from the resale of goods to the contractor. The contractor accepts this act of assignment already herewith.
- If the client sells the retained goods after they have been combined, mixed, or merged with other goods, or sells them together with other goods, the assignment of the claim only applies to the part that corresponds to the price that has been agreed between the contractor and the client.
- If the retained goods are combined, mixed, or merged with other items, the contractor acquires the co-ownership of the new product based on the ratio of the retained goods to the other items at the time they were combined, mixed, or merged. If the goods are combined, mixed, or merged in a way that the client's item is to be regarded as the main item, the parties are deemed to have agreed that the client transfers its share of the ownership to the contractor.
- The client is already now revocably authorised by the contractor to collect the monies receivable assigned to the contractor in trust for the contractor in its own name. The contractor can revoke this authorisation, as well as the entitlement to resale, if the client is in default of the fulfilment of essential obligations resulting from the contractual relationship (e.g. payment).
- The client will, at any moment, provide the contractor with all the required information relating to the retained goods or any claims that have been assigned to the contractor in this regard. In the event of third parties seizing or making a claim to the retained goods, the client is obliged to notify the contractor in writing and provide any necessary documents. The client commits to making third parties aware of the contractor's retention of ownership in writing. Any costs incurred when preventing third parties from seizing or making a claim to the goods are to be borne by the client.
- The client is obliged to handle and store the retained goods carefully for the duration of the retention of ownership.
- If the realised value of the securities exceeds, by more than 10%, the aggregate of the contractor's claims that are to be secured, the client is entitled to request the contractor to release it from the securities up to the amount of the excess.
- If the client is in default vis-à-vis the contractor with the fulfilment of essential obligations resulting from the contractual relationship, (e.g. payment), the contractor is entitled, irrespective of other rights, to demand restitution of the retained goods. In this case, the client is obliged to immediately provide the contractor or its representative with access to the retained goods and to release them. If the client demands restitution of the retained goods based on this provision, this will be considered as a withdrawal from the contract.
- If the goods are delivered to destinations/countries in which the foregoing provisions governing the retention of ownership do not provide

the same level of security as in Germany, the client is obliged to immediately arrange identical security rights corresponding to German standards. In this case, the client is also obliged to cooperate with all measures (e.g. registration, publication etc.) which are required to ensure the validity and enforceability of such security rights.

12. Upon the request of the contractor, the client is also obliged to insure the retained goods appropriately and, if requested by the contractor, to provide the corresponding proof of insurance. Moreover, the client is obliged in this case to assign claims resulting from the insurance contract to the contractor upon the latter's request.

VI. Delivery, delivery time

1. Delivery deadlines and periods are only binding if they have been confirmed in writing by the contractor, and the client has provided the contractor with all the information and documents required to carry out the delivery on time. Agreed delivery periods begin with the date of the order confirmation. If additional or supplementary orders are placed subsequently, the delivery periods will be extended accordingly.
2. Unforeseeable, unavoidable events and circumstances beyond the contractor's control and for which it is not responsible such as force majeure, war, natural catastrophes, administrative orders, or industrial disputes release the contractor from the obligation to perform the service on-time for the duration of the event or circumstance. Any agreed delivery periods are extended by the duration of the disruption. The client is to be informed of the disruption in an appropriate way. If there is no foreseeable end to the disruption, and if it lasts longer than three months, each party is entitled to withdraw from the contract.
3. If the services provided by the contractor are delayed, the client is only entitled to withdraw from the contract if the contractor is responsible for the delay and an appropriate deadline established by the client for the service to be performed has expired without fulfillment.

VII. Shipment, transfer of risk, storage, insurance, packaging

1. Unless otherwise stipulated by the client, the goods are shipped at the discretion of the contractor via an appropriate method of shipment using a standard form of packaging.
2. The client is solely responsible for the disposal of the packaging. The contractor is not subject to any take-back obligation according to § 6 of the packaging regulations.
3. The risk is transferred to the client when the delivery item/goods are assigned to the transport company or the client itself. If the assignment or shipment is delayed for reasons of the client's making, the risk is transferred to the client on the day upon which the delivery item/goods is/are ready for shipment.
4. The contractor is not obliged to insure the goods that are to be shipped. An insurance will only be taken out upon the request and at the expense of the client.

VIII. Quality agreement

1. The contractor guarantees to the client that the goods are of the quality agreed in the contract when the risk is transferred. The quality is measured exclusively based on the agreements reached between the parties regarding the characteristics, properties, and performance of the goods.
2. The contractor does not assume any warranty obligations (guarantee) relating to the quality of the goods that goes beyond the quality agreement contained in clause 8.1.
3. Specifications in catalogues, price lists and other information leaflets are not considered to be an appropriate guarantee for a particular quality of the goods.
4. When it comes to goods that are manufactured upon the request of the client using the client's own components or components which were provided to the contractor on its behalf by a third party to execute the order (e.g. printing supplies), the contractor does not accept any warranty or guarantee in as far as any deviations in the quality of the delivery item/goods from that agreed or prescribed in the contract originate from the use of these third-party components.

IX. Complaints, warranty

1. The client must always check immediately whether the goods are in accordance with the contract and check any preliminary and intermediate products that have been sent for correction purposes. The risk of any potential errors is transferred to the client with the imprimatur/permission to print/manufacture, providing that the errors concerned only occurred or could only be recognised in the manufacturing process following the permission to print/manufacture. The same applies to any other permissions made by the client.

2. Any obvious defects are to be declared in writing to the contractor within a period of one week following the receipt of the goods. In the case of hidden defects, a delay of one week following its discovery applies: otherwise, the assertion of a warranty claim in this regard is excluded.

3. In the case of justified complaints, the contractor is, in the first instance, obliged and entitled to rectify the defects and/or undertake a replacement delivery. If the contractor does not comply with this obligation within an acceptable delay, or if the rectification is unsuccessful despite repeated attempts, the client is entitled to request a price reduction or an annulment of the contract. If the contractor is entitled to make deliveries in instalments, the aforementioned claims by the client apply solely to the instalment affected by the complaints in question. If the preconditions exist to justify the client's annulment of the contract in relation to this delivery instalment, the client is entitled to declare a partial withdrawal from the contract with respect to this delivery instalment.

4. Defects in one part of the delivered goods do not justify the rejection of the entire delivery unless partial delivery is of no benefit to the client.

5. When it comes to colour reproductions in all manufacturing techniques, minor deviations from the original may not be contested. The latter do not represent a defect. The same applies to the comparison between other print templates (e.g. digital or press proofs) and the final product. Moreover, liability is excluded for defects which do not impair, or only marginally impair, the value or suitability for use.

6. The contractor is not obliged to check deliveries (including data storage media and transmitted data) performed by the client or by a third party commissioned by the client. This does not apply to data which clearly cannot be processed or is illegible. When data is transmitted, the client is obliged to run it through a state-of-the-art anti-virus programme before transmission. The client is solely responsible for data security. The contractor is entitled to create copies of the data.

X. Liability, damages

1. The contractor is liable for damages in accordance with statutory regulations, except as provided for below.
2. The contractor's liability for material and financial damages is limited as follows: the contractor's liability is limited to intent and gross negligence unless an essential contractual obligation is culpably breached. This applies to all damages, regardless of the legal basis, also to tortious liability. In the case of a culpable breach of an essential contractual obligation, the contractor's liability is limited to those damages that routinely occur and were reasonably foreseeable for the contractor when the contract was concluded, provided that the breach of the essential contractual obligation did not result from intent or gross negligence. Moreover, the liability for financial damages is limited to the value of the order in question. The aforementioned liability limitations do not apply to damages to life, body, or health. Also unaffected is the liability of the contractor according to the provisions of the product liability law or other mandatory legal requirements.

XI. Statutory time limitation

Warranty and damage claims on the part of the client expire within twelve months except for the damage claims mentioned in clause 10, starting from the day the goods were delivered. This does not apply if the contractor has acted fraudulently.

XII. Commercial practice

In business transactions, the principles of commercial practice in the printing industry apply (e.g. no obligation to transfer unfinished products, data, lithographs or printing plates that were produced to create the final product that is the subject of this agreement), unless a written agreement relating to this was reached between the parties.

XIII. Archiving

Any items supplied by the client, in particular data and data storage media, are only archived by the contractor for a period extending beyond the transfer of the end-product to the client or its vicarious agents, if an explicit written agreement is reached at an extra cost. The contractor does not insure these items. If the client wishes them to be insured, it must provide for this itself.

XIV. Used items

Any items used by the contractor to manufacture the contractual goods – data, lithographs, and printing plates – remain in the possession of the contractor, even if charged for separately.

XV. Rights of third parties

1. When it comes to the initial materials that are to be procured or supplied by the client, the latter guarantees that it has full ownership of the reproduction and exploitation rights required to execute the order. If a claim is made against the contractor by third parties following an alleged breach of rights of third parties (in particular, copyright exploitation rights), the client will entirely and at first request, hold the contractor free and harmless from these claims. In this case, the client is also obliged to refund the necessary legal defence costs to the contractor.
2. If the client is unable to provide the proof agreed in clause 15.1 regarding copyright reproduction and exploitation rights in a sufficiently clear form, the contractor is entitled to retain all items and documents provided by the client, including any reproductions that may already have been made, to inform the third parties and to hand over the client's documents and items for checking upon request.

XVI. Commissioning and involvement of third parties

The contractor is entitled to commission third parties to fulfil its contractually bound services and duties. This does not justify a contractual relationship between the third party and the client. The client is only entitled to transfer its contractual rights and duties to third parties with the contractor's prior written consent.

XVII. Data protection

1. The contractor does not process any personal data on behalf of or at the instruction of the client 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').
2. By way of derogation, if the contractor is commissioned to process the client'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 contractor processes all the client's personal data on behalf of and upon the instructions of the client. From a data protection perspective, the client retains the ownership of the data and is responsible for the legality of the processing of the client's personal data for order purposes.
3. The data protection managers of the contractual parties remain mutually available to answer any questions related to data protection.

XVIII. Imprint

The contractor is entitled, with the client's consent, to refer to its own company on the products that are the subject of the contract in an appropriate manner. The client can only refuse this consent if it has a legitimate interest in doing so.

XIX. Modifications, additions, validity

1. Modifications and additions to the contract and/or these GCDPTs and/or any additional agreements are to be made in writing. This also applies to a change in the written form requirement itself.
2. If a provision in this contract and/or these GCDPTs 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.

XX. Place of fulfilment, court of jurisdiction

If the client 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 contractor. The contractor is also entitled to file a suit against the client in any other permitted court of jurisdiction. For all legal relationships between the contractor and the client, 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).

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

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