

The following general terms and conditions (GTC) apply to all business relationships with our clients/customers (hereinafter: referred to as "the Customer"). Our deliveries and services are carried out exclusively on the basis of the following terms and conditions. They are deemed to have been recognised by the Customer upon acceptance of our offer. If no offer is made by us, the GTC shall be deemed to have been accepted by the Customer upon receipt of our order confirmation or invoice, at the latest upon acceptance of the delivery or commencement of the service. Deviating, conflicting or supplementary terms and conditions of the Customer shall only become an integral part of the contract if and insofar as we have expressly agreed to their validity in writing. This also applies to clauses in the GTC of the Customer that do not conflict with our GTC. Our GTC shall also apply exclusively if we carry out the deliveries and services to the Customer without reservation in the knowledge of deviating clauses of the Customer or on the basis of a declaration of the Customer (e.g. order, email, etc.) which also contains or refers to the Customer's terms and conditions of business.

## 1. Prices, Quotation and Order Acceptance

- 1.1 Unless otherwise agreed with a maximum validity of four (4) weeks, our offers are subject to change and non-binding.
- 1.2 A contract with the Customer shall only be concluded if we have confirmed or implicitly accepted its order in text form (Section 126b German Civil Code) by means of a dispatch notification or invoice issue.

## 2. Payment Terms, Advance Payments and Security Deposit

- 2.1 In the absence of a special agreement, the prices shall be determined in accordance with the provisions of Section 10.1 - ex warehouse/works, including loading and packaging, but without any other costs. Value added tax at the applicable statutory rate shall be added to the prices, insofar as this is to be calculated. Additional or special services will be invoiced separately. Any customs duties, taxes and/or other import and/or export fees shall be borne by the Customer.
- 2.2 Unless expressly agreed otherwise, the prices for the goods shall be determined according to the prices agreed at the time of conclusion of the contract, insofar as the delivery takes place within four (4) months of conclusion of the contract and these are individual orders. If the goods are to be delivered later than four (4) months after conclusion of the contract, the prices shall be determined, unless otherwise agreed, according to our prices valid at the time of delivery, if our calculation/priority basis can be proven to have changed in the meantime, in particular in the event of an increase in the cost of raw materials, material and energy costs as well as product procurement costs. If the new price is 20% or more above the original price due to the prices valid at the time of delivery, the Customer is entitled to withdraw from contracts that have not yet been fully fulfilled. However, he can only assert this right immediately after notification of the increased price.
- 2.3 The invoice amount is payable net within 30 days of the invoice date.
- 2.4 Upon expiry of the above payment period, the Customer shall be in default without the need for a separate reminder on our part. In the event of default by the Customer, we shall be entitled to charge default interest at the statutory rate and a claim to payment of a lump sum in the amount of EUR 40 in accordance with Section 288 para. 5 German Civil Code. The assertion of higher damages caused by delay remains unaffected.
- 2.5 In the event of default in payment by the Customer, we shall not be obliged to make any further delivery under any contract until payment of the due invoice amounts, including default interest. We are entitled, at our discretion, to withdraw from the contracts concluded with the Customer or to demand compensation instead of performance if the Customer has not made the payment within 10 days of receipt of a justified reminder.
- 2.6 Offsetting with counterclaims is only permitted if these are recognised by us, are legally established, are ready for judicial decision or are based on the same contractual relationship. The same applies to rights of retention and other counter-rights.
- 2.7 In the event that we store the goods created for the Customer in a warehouse and the Customer is at least aware of this, the Customer undertakes to fully accept and pay for the stock at the latest at the time of termination of the contract.
- 2.8 All claims from us shall fall due immediately if the Customer declares itself insolvent by application for insolvency proceedings or in any other way. If, after conclusion of the contract, we become aware of a significant deterioration in the financial circumstances of the Customer or other indications that make the solvency of the Customer appear questionable, we may withhold our performance and delivery until the Customer has provided the return service or provided security. If the Customer does not provide the full return service or suitable security within 10 days of our request, we can declare withdrawal from the contract after expiry of this period; the assertion of further legal rights to which we are entitled is reserved.
- 2.9 We are entitled to assign the claims arising from our business relationship and to pass on the associated data with the provision that the assignee undertakes to maintain the same confidentiality as we do.

## 3. Release orders as required and default in acceptance by the Customer

- 3.1 The Customer is obliged to also actually call off the goods ordered no later than the agreed dates.
- 3.2 If delivery is delayed at the instigation of the Customer, we may charge the storage costs incurred by us 14 days after notification of readiness for delivery, but at least one (1) euro per day and pallet, even if stored in one of our plants. The Customer reserves the right to make further claims in the event of default in acceptance or other culpable violation of cooperation obligations, in particular for damages and any additional

expenses. The Customer reserves the right to prove that we have incurred no damage or significantly less damage as a result of the delay.

- 3.3 If the Customer causes the originally agreed call-off or delivery dates to be exceeded by more than six (6) months, any damage to and/or reductions in quality of the goods that have occurred as a result of the long storage period caused by the Customer shall be borne by the Customer and accepted by the Customer as signs of ageing and the condition of the goods in accordance with the contract. In addition, we are entitled to dispose of the goods elsewhere after the expiry of a reasonable grace period without result and to supply the Customer with an appropriately extended period of time.

## 4. Consent to the technical data by the Customer

- 4.1 Print orders will be agreed with the Customer in accordance with its colour specifications. To the extent that specifications relate to special colours, the corresponding colour charts (e.g. Pantone, HKS) in their respective latest version will apply.
- 4.2 Printer's proofs and/or design masters provided by us are also to be checked by the Customer with respect to all essential characteristics necessary for the intended use of the goods. The Customer must return the documents, signed, as a retrospective confirmation of consent (approval). If corrections are necessary, they must be indicated by the Customer in a clearly recognisable way.
- 4.3 We take no responsibility for recognisable defects that the Customer has overlooked or not complained about during checking unless we have fraudulently concealed them or not recognised them due to gross negligence.

## 5. Quantity Tolerances

- 5.1 We are entitled to make excess or short deliveries due to production requirements. In this case, the agreed purchase price is reduced or increased in proportion to the quantity actually delivered.
- 5.2 Excess or short deliveries are permitted to the following extent:
  - **Corrugated cardboard** up to 500 items +/-20%, 501 to 3,000 items +/- 15%, over 3,000 items +/-10% of the ordered quantity.
  - **Solid board** up to 5,000 items +/- 25%, 5,001 to 30,000 items 20%, over 30,000 items +/- 10% of the ordered quantity.
  - **Displays** up to +/-10% of the ordered print run.

The delivered quantity is charged.

## 6. Reservation of sanction list checks, delivery deadlines and delivery delays

- 6.1 Insofar as we are to deliver abroad, quotations and order confirmations are only made subject to the condition precedent that the deliveries and services are safe on the basis of our sanctions list check. We generally do not perform deliveries and services to Customers that are listed on national or international sanctions lists.
- 6.2 Delivery periods or dates are only binding if they have been expressly agreed as such. The delivery date that applies is the one agreed in our order confirmation. We are entitled to delay the delivery date for technical production reasons. In this case, we will inform the Customer immediately.
- 6.3 The delivery period shall begin at the earliest with the dispatch of the order confirmation and the delivery date agreed therein, but not before receipt of the drawings approved by the Customer, approval of documents to be procured, approvals and the information required for the execution of the order, the clarification of all commercial and technical questions between the contractual parties and the fulfilment of all obligations of the Customer, e.g. making an agreed down payment or payments due from previous deliveries. An agreed delivery time is deemed to have been met if by its expiry the goods have left the factory or readiness for shipment has been notified.
- 6.4 If after the order confirmation, the Customer requests possible changes to the order that influence the period of execution, the delivery period will be extended correspondingly.
- 6.5 Non-compliance with the delivery time due to force majeure shall be governed by the provisions of Section 16. This also applies if the circumstances of force majeure occur at sub-suppliers. Circumstances of force majeure shall not be attributable to us, even if they arise during an already existing delay.
- 6.6 The occurrence of our delay in delivery is generally determined in accordance with the statutory provisions, but in any case a reminder by the Customer is required. If the Customer grants us (taking into account the statutory exceptions) a reasonable grace period for performance, which must generally amount to at least 10 working days, and if we do not comply with this period, the Customer is entitled to withdraw within the framework of the statutory provisions.

## 7. Inspection obligation, notice of defects and condition of the goods

- 7.1 The goods supplied by us are to be inspected by the Customer immediately after their arrival at the destination with the due care and diligence of a prudent businessman in order to determine the presence of any defects. The inspection must extend to all essential characteristics necessary for the use of the goods.
- 7.2 The Customer must notify us in writing of any defects that have been discovered and are clearly recognisable without delay, at the latest within a cut-off period of eight (8) working days after the arrival of the goods. If the Customer makes no written notification of defects, the goods are considered to be approved unless there was a hidden defect that could not be recognised even with careful inspection. If such a defect becomes apparent at a later date, the written notification of defects must be made immediately, at the latest within eight (8) working days of discovery. The

warranty for hidden defects expires two (2) months after the arrival of the goods. If the Customer fails to properly inspect and/or notify us of defects, our liability for the defect not reported or not reported in good time or not properly shall be excluded in accordance with the statutory provisions.

- 7.3 Defects of a part of the delivery cannot be used to reject the whole delivery if separation of the parts free from defects and the defective parts is possible by reasonable means.
- 7.4 We do not guarantee that the delivered goods (in particular packing materials) are suitable for the purpose intended by the Customer if this is not expressly stated in the order placed with us. Any declarations of conformity, quality agreements or specifications provided by us do not constitute guarantees and do not constitute any liability regardless of fault. The obligation to examine and notify defects extends to the suitability of the packaging supplied by us for the product to be packaged.
- 7.5 We accept no responsibility for the texts, illustrations, graphical representations, bar codes, etc. specified by the Customer that we print on folding boxes. In particular, the Customer shall be responsible for ensuring that no third-party rights, such as industrial property rights or copyrights, or statutory or sub-statutory regulations are violated, and indemnifies us from claims by third parties upon first request. In particular, we shall not be liable for any advertising texts or other information specified by the Customer that relates to the packaging material (e.g. sustainability statements) and are not obliged to check their accuracy. We also assume no responsibility if the Customer provides information that we provide in connection with the sustainability of the packaging material (e.g. on climate neutrality, recyclability, etc.) in the advertising of its products to its customers. The Customer bears sole responsibility for checking whether the use of such advertising statements is also permitted in relation to its customers, because different types of transport (e.g. companies, consumers) can understand these statements differently, and because there are still some legally clear requirements in this area.
- 7.6 A particular quality of the goods delivered by us shall only be an obligation if we expressly agree certain quality characteristics with the Customer in writing or in text form ("subjective requirements"). If we have subjective requirements (e.g. in Specifications), these are complete and final. The existence of any additional or alternative objective requirements and assembly requirements for the goods does not matter. Unless otherwise agreed in the contract, the suitability of the packaging material for direct contact with food is not an obligation. We therefore assume no liability for impairments to the goods or the packaged goods that are based on direct contact without express written agreement.
- 7.7 In terms of printing and processing, the goods are deemed to be in accordance with the contract if the print result and processing quality are within the tolerances that correspond to the respective state of the art.
- 7.8 Samples provided by us are hand or plotter samples that may deviate from the mechanical production with regard to material, appearance (e.g. stamping bridges, paint) and processability (e.g. crease resistances). These circumstances are known in the industry. We are not liable for such deviations.
- 7.9 The Customer is aware that, if the goods are processed after long-term storage, sensory impairments and external impairments, such as grooved edge breakage and colour changes, as well as technical impairments such as poor running properties, bondability, paint adhesion and flatness may occur. If the Customer causes the originally agreed call-off and delivery dates to be exceeded by more than six (6) months, it shall accept such signs of ageing as the condition of the goods in accordance with the contract.
- 7.10 Insofar as the use of the delivered goods or the products resulting from the use of the goods are subject to statutory regulations (e.g. when using the goods for cosmetics, medical devices, pharmaceuticals, food and/or luxury foods) and unless expressly agreed otherwise, it is the responsibility of the Customer to check whether the goods are suitable for this use and whether the products comply with the relevant statutory provisions.

## 8. Rights in the event of defects (warranty period), limitation period and liability

- 8.1 The period for asserting warranty claims ("warranty period") including claims for damages is one (1) year from delivery of the goods. The same applies to the period pursuant to Section 445b para. 1 German Civil Code. Section 445b para. 2 German Civil Code does not apply. The above provision does not apply to cases of corporate recourse if the last contract in the supply chain is a purchase of consumer goods (Section 478 of the German Civil Code) as well as to claims for damages arising from injury to life, limb or health of a person. It also does not apply in cases of intent, fraud or gross negligence on our part, our legal representatives or vicarious agents.
- 8.2 If the goods are stored by us at the Customer's request, the warranty period shall begin with storage; the Customer shall inspect the goods before storage.
- 8.3 In the event of justified and timely complaints (to the exclusion of further claims), we will perform at our discretion rectification or replacement delivery of goods without defect ("supplementary performance"). In the event of a replacement delivery, the Customer shall return the defective goods to us in accordance with the statutory provisions.
- 8.4 The right to supplementary performance applies only to the extent that we are able to do so within the scope of our production capacity and the supplementary performance is not associated with disproportionate costs. If we are not able to carry out supplementary performance within an appropriate period or if we have to reject supplementary performance because of disproportionate costs, we shall inform the Customer of this without delay. In this case or in the event of failure of subsequent performance, the Customer shall be entitled, at its discretion, to demand

a reduction in the purchase price (reduction) or to withdraw from the contract. In the event of insignificant defects, withdrawal is excluded.

- 8.5 If the Customer decides to cancel the contract it does not have a claim for damages because of the defect in addition to that, unless this involves damage based on deliberate or grossly negligent breach of duty.
- 8.6 Our liability for damages, regardless of the legal grounds (including tortious claims), is based on the statutory provisions, insofar as the damage is based on intent, fraudulent intent or gross negligence on our part, our representatives or vicarious agents. We shall not be liable for simple negligence unless we have culpably violated a material contractual obligation or assumed a guarantee. An essential contractual obligation is one whose fulfilment is a prerequisite for the proper execution of the contract in the first place and on the observance of which the Customer regularly relies and may rely. The limitation of liability does not apply in cases of injury to life, limb or health of a person. Liability on the basis of the provisions of the Product Liability Act shall also remain unaffected.
- 8.7 Customer's claims for damages are limited to typical, foreseeable damage. Unless otherwise agreed, a maximum of five times the order value of the order/individual contract in question is considered foreseeable, typically occurring damage with a maximum amount of EUR 5 million per individual case or a total of EUR 10 million per year. The limitation does not apply to claims based on intentional, fraudulent or grossly negligent conduct by us, our legal representatives or vicarious agents. Furthermore, the limitation does not apply to liability for damages resulting from injury to life, limb or health of a person, the breach of a guarantee and in cases of liability in accordance with the provisions of the Product Liability Act.
- 8.8 Insofar as the liability exclusions and limitations apply, these shall apply to the same extent in favour of our bodies, legal representatives, employees and vicarious agents.

## 9. Retention of Ownership

- 9.1 The delivered goods remain our property until complete payment of the charges and all incidental claims. If the Customer behaves in breach of contract, we have the right to take back the goods.
- 9.2 Processing or reorganisation by the Customer is always carried out for us as manufacturers but without obligation for us. In the event of assembly or amalgamation of the delivered goods with other items, we acquire co-ownership of the new item in proportion of the invoice value to the value of the other items.
- 9.3 To the extent that the Customer is not in payment arrears, it is entitled to sell on the goods subject to retention in the proper process of business. The Customer hereby assigns to us by way of security, completely or in the amount of any co-ownership proportion, any claims against a third party arising from the resale or another legal ground (insurance, tort) with respect to the goods subject to retention; we hereby declare our acceptance of this assignment.
- 9.4 We are entitled to notify the third party of the assignment and collect the assigned claim to set off against the payment and incidental claims to which we are entitled, as long as the Customer does not meet its due payment obligations to us. For this purpose, the Customer shall on request notify us of the names and addresses of the third party and the amount of the claims assigned to us and hand over the associated documents to us.
- 9.5 If there is the threat of access of third parties to the goods subject to retention, in particular a garnishment in foreclosure proceedings, the Customer must notify the third parties of our ownership immediately and inform us about the access.
- 9.6 In order to assert the retention of title, it is not necessary to withdraw from the contract, unless the recipient is a private end consumer.

## 10. Transport and packaging, transfer of risk, obligations under the Packaging Act (VerpackG) and delay in acceptance

- 10.1 The delivery is to be carried out in accordance with EXW (Incoterms 2020), unless otherwise agreed. This means that loading and transport is carried out at the risk and expense of the Customer.
- 10.2 The risk shall pass to the Customer upon handover of the goods to the freight forwarding agent or carrier, but no later than upon leaving the plant, even if partial deliveries are made or we provide other services, e.g. have assumed the transport costs or delivery and installation.
- 10.3 We are entitled to insure all deliveries against transport damage at the Customer's expense. If the delivery shows transport damage at the time of arrival at the Customer's premises or if this damage becomes apparent at a later date, the Customer must immediately request a written record of the facts from the carrier.
- 10.4 The return of the packaging is determined in accordance with the provisions in the order confirmation as well as the following provisions, whereby pallets, cover boards and other loan packaging remain our property. The delivery of euro pool pallets (UIC standard) is carried out in accordance with the "Bonn pallet exchange conditions" or the "Cologne pallet exchange conditions" according to the order confirmation; these conditions can be inspected at our premises.
- 10.5 On behalf of the Customer, we shall apply one or more brands of a comprehensive system to the products/packaging. S. v. Section 3 para. 16 Packaging Act (e.g. "The Green Dot") or from another provider (e.g. "Resy"), the Customer shall be deemed to be the user of the brand(s) and shall therefore pay the costs directly to the Provider. In this case, the Customer shall be responsible for ensuring that a corresponding trademark usage agreement has been concluded between the Customer and the Provider and that the Customer fulfils its obligations in accordance with the Packaging Act. The same applies to brands of other providers (e.g. FSC and PEFC) on the products/packaging.

- 10.6 If the Customer violates the provisions of the Packaging Act (VerpackG) or licencing obligations, and if claims are therefore asserted against us, the Customer shall be obliged to reimburse us for all costs and damages incurred in this connection.
- 10.7 As a manufacturer and distributor of transport, sales, returnable and reusable packaging, which is not typically generated as waste at private end consumers (including households) after use, we are entitled pursuant to Section 15 para. 1 p. 4 of the Packaging Act to conclude agreements with the Customer as the next distributor or end user following in the supply chain, provided that the latter is not a private household (i.e. also comparable accrual points within the meaning of Section 3 para. 11 p. 2 and 3 of the Packaging Act), on the place of return of such packaging and the costs of disposal. In this respect, it is agreed between us and the Customer that the return of such packaging within the scope of site disposal will be carried out by the final distributor or the end user by means of handover to the local disposal company at no cost to us. If the Customer is not a final distributor or end user, but an intermediate distributor, it is their responsibility to ensure that they conclude agreements with subsequent distributors and/or end users (without households) on the location of the return of such packaging and the costs of disposal. If, contrary to these agreements with the Customer, claims are asserted against us for the return and/or recycling of transport, sales, return and reusable packaging produced by us, which is not typically generated as waste by households after use, and/or the costs incurred for this, the Customer shall be obliged to reimburse us for all costs and damages incurred in this context.
- 10.8 If transport is delayed or omitted as a result of circumstances that are not attributable to us, the risk shall pass to the Customer from the day of notification of readiness for transport. We undertake, at the Customer's expense, to take out the insurance requested by the Customer.
- 10.9 If material supplied by the Customer is damaged or unusable by us, in particular during processing or repair, we shall only be liable if the damage was caused by intent or gross negligence, but only for typically foreseeable damage, insofar as there is no unlimited liability due to mandatory statutory provision; liability due to simple negligence is excluded.
- 11. Tools**
- 11.1 Punching tools, printing plates and associated drawings or other aids ("tools") manufactured or purchased by us for the execution of an order shall remain our property, unless otherwise agreed, even if they have been manufactured by the Customer or on its behalf and at its expense. Due invoices for these tools must be paid by the Customer without deduction. In particular, we are not obliged to surrender or store the goods after the end of the respective order.
- 11.2 We will retain the tool even in cases where it has been invoiced separately to the Customer after the processing of the order for the duration of two (2) years from the last delivery for any repeat orders. During this time, we will not use the tools for third parties without the consent of the Customer. After this period has expired, we are free to dispose of the tools according to our expectations, unless the Customer requests at least one (1) month before the expiry of the deadline that the tools be destroyed at its expense.
- 11.3 The foregoing provisions shall apply mutatis mutandis to all physical or digital print templates created by us. This applies to digital artwork even when it has been created using electronic data that have been provided to us for this purpose by the Customer.
- 12. Intellectual property, industrial property rights, ownership of work materials**
- 12.1 Intellectual property or industrial property rights to designs, templates, sketches, patterns, films, lithographies, printing plates, punches, punch moulds, negatives, plates, printing rollers, printing plates, moulding devices, digital data, printing cylinders, etc. developed by us. ("Work materials") are exclusively ours. The Customer may not use these work materials without a prior express written agreement specifying an appropriate usage fee.
- 12.2 Unless otherwise agreed or if we deliver on the basis of specifications or documents of the Customer, the Customer is obliged to provide all print templates, drafts and finished samples with regard to existing copyrights, trademarks and other rights of third parties (e.g. patents, utility models) and inform us accordingly in writing.
- 12.3 The Customer shall be liable for ensuring that the goods manufactured by us in accordance with its work materials or other specifications or instructions do not infringe any rights of third parties, in particular no intellectual property rights or industrial property rights. The Customer hereby undertakes to indemnify us upon first request against any claims asserted by third parties against us due to alleged or actual infringement of intellectual property and/or industrial property rights, insofar as we have manufactured the goods according to its work materials or other specifications or instructions. This claim exists irrespective of a fault by the Customer.
- 12.4 The storage period for external artwork, manuscripts and other items made available is only six (6) months after the delivery of the last order produced with the items.
- 13. Labelling**
- 13.1 We reserve the right to apply our company text and our plant reference number to any sort of goods supplied in line with usual practice and regulations and the space available and in consideration of the purpose of the contract.
- 13.2 The Customer is solely responsible for the application of markings and notices on products/packaging that are placed on the market by the Customer outside the Federal Republic of Germany and are required by the law in force there.
- 13.3 If the Customer breaches the provisions in Section 13.2 and we are therefore held liable, the Customer shall be obliged to reimburse us for all costs and damages incurred in this context.
- 14. Special conditions for solid and corrugated cardboard products**
- The following conditions apply additionally to the delivery of solid and corrugated cardboard products:
- 14.1 Methods of calculation: Solid and corrugated cardboard products are sold and charged by number of items.
- 14.2 Deviations:
- (a) The dimensions given are internal dimensions. Minor "dimensional tolerances" that arise through the individuality of the solid and corrugated cardboard and its processing do not represent defects.
  - (c) We assume no responsibility for industry-standard or technically unavoidable deviations in pasting, gluing, stapling, colours and print, as well as smoothness or purity of the source materials ("material deviations"). In the assessment of industry-standard or technically unavoidable deviations it is not the individual items, rolls, roll parts, sheets, packets or bales that matter; what is decisive is rather the average deficiency of the whole delivery, even if the defect notification refers to deviations in dimensions, weight or quantity.
- 14.3 Defect assessment: The assessment of the defects is based the test catalogues for corrugated cardboard boxes issued by the Verband der Wellpappindustrie e.V. [German Corrugated Cardboard Industry Association] as well as the DIN standard for corrugated cardboard packaging, in each case in the currently applicable version.
- 14.4 Packaging: If a type of packaging has not been expressly agreed, the goods will be bundled together and delivered without any outer packaging.
- 15. EAN Code**
- 15.1 Printing EAN barcodes is carried out in accordance with the state of the art technology and taking into account the relevant implementation regulation of the "Centrale für Coorganisation" (CCG).
- 15.2 Further undertakings – in particular statements about read results at the retail tills – cannot be given because of possible negative influences on the barcodes after leaving our factory and for lack of uniform measuring and reading technology.
- 16. Force Majeure**
- 16.1 We shall not be liable for the impossibility, delay or quantity-related impairment of the delivery, insofar as this was caused by an event of force majeure or other unforeseeable events for which we are not responsible at the time the contract was concluded. Events of force majeure and unforeseeable events are in particular war, civil war, terrorist attacks, work disruptions and interruptions, impossibility, delays or significant economic difficulties (in particular price increases) in the procurement of raw materials or energy or other means of production, delay in transport, strike, lockout, energy shortages (particularly due to a gas shortage), difficulties in obtaining official permits, official measures, pandemics or epidemics or failure to supply suppliers correctly or on time for which we are not responsible.
- 16.2 If, due to such events, we are unable to comply with delivery times or agreed delivery quantities, we shall inform the Customer of this without delay. If such events are only of a temporary duration, the delivery times shall be extended accordingly.
- 16.3 Insofar as such events make it significantly more difficult or impossible for us to deliver and the hindrance is not only temporary, we are entitled to demand a contractual adjustment or to withdraw from the contract in whole or in part. In the latter case, any payment already made or any other consideration already made must be refunded to the Customer without delay. In particular, we are also entitled to reduce the agreed delivery quantities to an appropriate extent until the end of the event.
- 17. Place of performance and jurisdiction, applicable law**
- 17.1 The place of performance for delivery and payment is our registered office in Lauterbach or the registered office of our executing subsidiary.
- 17.2 The law of the Federal Republic of Germany shall apply to these GTC and all legal relationships between us and the Customer, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and other international provisions relating to sales or contracts for work and services.
- 17.3 Exclusive place of jurisdiction is Frankfurt am Main.
- 17.4 The Customer is aware that the personal data provided by it during the commencement or during the business relationship will be processed by us within the meaning of the EU General Data Protection Regulation (EU GDPR) and the German Federal Data Protection Act (BDSG), in particular stored. Further information is available at [https://www.sti-group.com/fileadmin/user\\_upload/sti-group.com/Documents\\_Dokumente/W10\\_Information\\_obligations\\_towards\\_business\\_partners\\_2.00.pdf](https://www.sti-group.com/fileadmin/user_upload/sti-group.com/Documents_Dokumente/W10_Information_obligations_towards_business_partners_2.00.pdf)
- 18. Legal Invalidity / Amendments and/or New Version**
- Should individual provisions of these GTC be wholly or partially void, the validity of the remaining provisions of this contract is not affected. In place of the ineffective provision the parties will together strive to agree a provision that comes closest to what is economically desired in a legally permissible way.
- In the event of a not insignificant amendment, supplement and/or replacement of the applicable statutory provisions or for other reasons,

we reserve the right to amend individual provisions of these GTC by unilateral declaration to the Customer or to replace these GTC by a new version in order to implement the new legal situation or the other reasons in terms of content, economics and editing. The adjustments shall be made with effect from the date on which the new legal situation comes into force or the other reasons are to apply. The adjustments shall be notified to the Customer in text form no later than two (2) months before they come into force. If the Customer does not agree with the adjustments, it shall be granted a special right of termination at the time of the entry into force or the validity of the adjustments, which must be exercised in writing within one (1) month after notification of the adjustments. If the special termination is not declared or not declared in due time, the new versions of the provisions in these GTC or the new version of these GTC shall be deemed to be agreed.