

The following General terms and Conditions (GTC) apply to all business relationships with our clients/customers (hereinafter referred to as "Customers"). Our supplies and services are rendered solely based on the following terms and conditions. These shall be considered as having been accepted by the Customer upon acceptance of our offer. If we do not make an offer, the GTC shall be considered as having been accepted by the Customer upon receipt of our order confirmation or invoice, and no later than upon acceptance of the supply or start of the service. Differing, conflicting or additional terms and conditions of the Customer shall only form a part of the contract if we have expressly provided our written consent.

1. Offer and order acceptance

- 1.1 Unless indicated otherwise, our offers are subject to change and are not binding.
- 1.2 A contract shall only be concluded with the Customer if we have confirmed the order in text form (Section 126b of the German Civil Code) implicitly accepted it by way of a dispatch notice or invoice.

2. Payment terms, advance payments and security

- 2.1 Unless agreed otherwise, the invoice amount shall be payable within 30 days net of the invoice date.
- 2.2 If we subsequently become aware of circumstances which renders the solvency of the Customer questionable, we may request an appropriate advance payment or appropriate security in order to continue to process the order and make the delivery. If the Customer does not make this advance payment or provide such security within 14 days of our request, we may withdraw from the contract after expiry of this period. We reserve the right to assert any other statutory rights we are entitled to.

3. On-call orders as required

- 3.1 The Customer must accept the goods ordered by the agreed deadlines at the latest.
- 3.2 The last delivery shall be made no later than 6 months after the first delivery. Following the deadline for the last delivery, we shall be entitled to place the goods in storage and charge storage costs of €0.25 per palette/day.
- 3.3 If not called up in time, damage or quality defects on goods caused by the long storage times shall be borne by the Customer.

4. Consent to the technical data by the Customer

- 4.1 Print jobs are agreed with the Customer according to their colour requirements. 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 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 confirmation of approval. If corrections are necessary they must be indicated 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 gross negligently mistaken.

5. Quantity tolerance

- 5.1 We are entitled to make sub-deliveries or over-deliveries of up to 10% of the order quantity (number or weight) due to production-related necessities. The agreed purchase price shall then be reduced or increased in accordance with the quantity actually delivered.
- 5.2 For deliveries of custom-made materials under 2,000 kg, the percentages for permissible sub-deliveries or over-deliveries is increased to 15%, and to 20% for deliveries of custom-made materials under 1,000 kg. Section 5.1 (2) applies accordingly.

6. Delivery times

- 6.1 The delivery time agreed in our order confirmation shall apply as the delivery deadline. We are entitled to defer the delivery deadline for production-related reasons. In this case, we shall inform the Customer immediately.
- 6.2 An agreed delivery time has been met if by its expiry the delivery object has left the factory or readiness for shipment has been notified.
- 6.3 If after the order confirmation the Customer requests changes to the order that influence the period of execution the delivery period will be extended correspondingly.
- 6.4 In the event of a disruption in operations caused by strike or lock-out at our plant or at the plant of a supplier and in other cases of force majeure, an agreed deadline will be extended by the duration of the delay caused by this.

7. Inspection obligation and notification of defects

- 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. The inspection must also extend to all essential characteristics necessary for the use of the goods.
- 7.2 The Customer still has a duty to inspect the delivered goods if initial samples have been forwarded.
- 7.3 The Customer must inform us in writing of any easily identifiable defects discovered without delay at the latest within a cut-off period of one week. If the Customer makes no notification, 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 appears later, notification must be made immediately upon its discovery; notification shall be immediate if made within one week of the being aware of the defect.

Otherwise the goods will be considered to be approved even as far as this defect is concerned.

- 7.4 Defects may no longer be notified after a cut-off period of three months following delivery at the latest and the goods shall be considered approved.
- 7.5 Defects in part of a delivery may not lead to a complaint regarding the entire delivery, provided that the defective parts can be separated by reasonable means from those parts that are free of defects.
- 7.6 We do not guarantee that the delivered goods (in particular packing materials) are suitable for the purpose intended by the Customer if this intended purpose is not expressly stated in the order placed with us.

8. Rights in case of defects and liability

- 8.1 The limitation period for claims for defects is one year from the delivery of the goods.
- 8.2 If the goods are stored with us at the request of the Customer, this period shall begin when these are put into storage. The Customer shall inspect the goods prior to their storage.
- 8.3 If notifications of defects are justified and made within the stated period (to the exclusion of further claims), we shall either rectify the defect or provide a replacement with goods free from defects ("supplementary performance"), which shall be at our discretion.
- 8.4 This right applies only to the extent that we are able to do so within the scope of our production capacity and to the extent that 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 if the supplementary performance is unsuccessful, the Customer shall be entitled to reduce payment accordingly or to withdraw from the contract. Withdrawal is excluded if the defect is only of a relatively minor nature.
- 8.5 If the Customer decides to cancel the contract, he shall not be entitled to also claim for damage caused by the defect, unless it concerns damage caused by intentional or gross negligent breach of duty.
- 8.6 We shall be liable without limitation for all damage to the Customer caused intentionally or gross negligently by us or our vicarious agents.
- 8.7 Our liability is limited to €100,000 per case or to a total of €200,000 per year for damage to the Customer caused by our slight negligence or that of our vicarious agents.
- 8.8 Liability for guaranties not fulfilled, bad faith, injuries to person and liability under the product liability law remain unaffected by the above provisions.

9. Retention of ownership

- 9.1 The delivered goods remain our property until full payment of the charges and all incidental claims. We are entitled to take back the goods if the Customer is in breach of contract.
- 9.2 Processing or transformations to the goods delivered carried out by the Customer is always done for us as manufacturers but without obligation for us. In the event of combination or intermixture of the delivered goods with other items, we acquire co-ownership of the new item in proportion of the invoice value in relation to the value of the other items.
- 9.3 If the Customer is not in payment arrears, he is entitled to sell on the goods subject to retention in the ordinary course of business. For reasons of security, the Customer shall, with immediate effect, assign to us claims against third parties arising from the resale or another legal ground (insurance, tort) with respect to the goods subject to retention, in full or up to the value of any co-ownership. We declare acceptance of this assignment with immediate effect.
- 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, if the Customer does not meet his payment obligations. 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 any associated documents.
- 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 party of our ownership without delay and inform us about the access.

10. Shipping and packaging, transfer of risks

- 10.1 Delivery is made EXW (Incoterms 2010), unless agreed otherwise. As such, shipping is made at the risk and at the cost of the Customer.
- 10.2 The risk is transferred to the Customer upon delivery of goods to the forwarding agent or carrier, but no later than when leaving the factory. The same shall apply to partial deliveries accordingly.
- 10.3 Packaging is determined by the provisions of the order confirmation, whereby pallets, deckboards and other packaging on loan remain in our ownership. Packaging returns must be made within an appropriate period in perfect condition and, unless agreed otherwise, free of charge. Delivery of EUR pool pallets (UIC standard) shall be made in accordance with the terms of the "Bonn pallet exchange" or the "Cologne pallet exchange", as stated in the order confirmation. These terms and conditions can be seen at our offices.

11. Tools

- 11.1 Tools made or purchased by us in order to fill an order shall remain our property, unless agreed otherwise.
- 11.2 We shall also keep the tool after fulfilment of the order for a period of two years from the last delivery for any subsequent orders, in cases where the Customer has been invoiced separately. During this time, we

shall not use it for third parties without the consent of the Customer. After expiry of this period, we shall be free to use the tool according to our needs, unless the Customer requests that the tool be destroyed at his own expense one month before expiry of the two-year period at the latest.

11.3 The above provisions shall apply accordingly for all physical or digital master drawings drawn up by us. For digital master drawings, this also applies if these were drawn up using electronic data provided to us by the Customer for this purpose.

12. Copyrights

12.1 Unless agreed otherwise, the Customer must examine all master drawings, drafts and finished samples in relation to any copyrights, trademarks and any other third party rights (e.g. patents, utility models) and inform us accordingly in writing.

12.2 The Customer shall indemnify and hold us harmless from all third party claims from the use or infringement of such rights. This applies irrespective of any fault of the Customer.

12.3 If the Customer has commissioned us to print the "Green dot" ("Grüner Punkt") on his sales packaging, he vouches for the fact that a corresponding contract for the use of the mark has been concluded between him and Duales System Deutschland GmbH, and that he fulfils his obligations for participation in the system in accordance with the Packaging Ordinance. The same shall apply for other organisations such as FSC or PEFC.

12.4 The storage period for external advertising copy, manuscripts and other items provided is only six months from 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 contractual purpose.

14. Special provisions for corrugated cardboard products

For the delivery of corrugated cardboard products, the following special provisions also apply:

14.1 Calculation methods: Corrugated cardboard products are sold and calculated by unit/piece.

14.2 Discrepancies:

(a) The given dimensions are inside measurements. Slight "dimensional discrepancies" due to the uniqueness of the corrugated cardboard and its finish do not constitute defects.

(b) For corrugated cardboard products, we also reserve the following "quantity tolerances" in relation to units and for production reasons. For order up to 1,000 units up to 30% of the order quantity, for orders up to 3,000 units up to 20% of the order quantity and for orders over 3,000 units up to 10% of the order quantity. The agreed purchase price shall then be reduced or increased in accordance with the quantity actually delivered.

(c) We shall accept no liability for industry standard or technically unavoidable variances in tacking, bonding, stapling, colour and print, as well as smoothness or purity of the starting materials ("material variances"). The assessment of industry standard or technically unavoidable variances shall not be made based on the individual unit, roll, roll part, sheet, packet or bale. It shall be based on the average occurrence in the entire delivery, even if the notification of defects relates to variances in size, weight or quantity.

14.3 Evaluation of defects: The evaluation of defects shall be carried out based on the verification catalogue for corrugated cardboard boxes issued by the Verband der Wellpappindustrie e.V. [corrugated cardboard industry association] and the DIN standard for corrugated cardboard packaging, both as amended.

14.4 Packaging: If packaging is not expressly agreed, goods shall be bundled and delivered without any outer packaging.

15. EAN Code:

15.1 EAN bar codes are printed according to the state of the art and in consideration of applicable implementing rules of the "Centrale für Coorganisation" (co-organisation office - CCG).

15.2 Further undertakings, particularly statements on reading quality at cash registers used in the trade, may not be made due to the possible negative influences on the bar code following shipment from our plant and due to the lack of standardised measurement and reading technology.

16. Place of performance and jurisdiction, applicable law:

16.1 The place of performance for delivery and payment is our headquarters in Lauterbach or the headquarters of our executing subsidiary.

16.2 The laws of the Federal Republic of Germany, to the exclusion of the UN Purchasing Convention and other international purchasing or service contract provisions, shall govern these GTC and all legal relationships between us and the Customer. The sole place of jurisdiction is Frankfurt am Main.