

## (1) GENERAL / SCOPE OF APPLICATION

1. The following Terms & Conditions of Sale apply to all contracts concluded between the customer and us. They also apply to future business relations.
2. Our Terms & Conditions of Sale apply exclusively. We do not recognise customer terms and conditions that contradict or deviate from ours unless we have expressly consented to them in writing.

## (2) RIGHTS TO DOCUMENTS

1. We reserve title and copyright to our images, drawings, calculations and other miscellaneous documents. This also applies for written documents that have been identified as confidential. The customer requires our express written consent prior to disclosure to a third party.
2. Documents; figures; drawings; and weight, dimension and performance data enclosed with the quote represent non-binding illustrative pieces and samples unless otherwise expressly identified as binding.  
  
Information regarding the processing and application options of our products, technical consultations and miscellaneous data is provided to the best knowledge of our staff, yet remains non-binding.

## (3) RETENTION OF TITLE

1. We reserve ownership of a delivered item until arrival of all payments pursuant to the delivery contract have been received. If the buyer does not fulfil the buyer's contractual obligations, especially in the event of payment delay, then we are entitled to take back the delivered item; the buyer is obligated to hand over the item. Such request for the handover of an item does not constitute withdrawal from the contract unless we have expressly made a corresponding declaration in writing.
2. When processing goods delivered by us and under our ownership, we shall be deemed the manufacturer pursuant to § 950 BHB (*German Commercial Code*) (Processing) and will retain ownership of the products at all times of processing. If third parties are involved in processing, then we will be limited to co-ownership in the amount of the accounting value of the good subject to retention of title. Ownership acquired in this manner will be deemed property under retention of title.
3. The seller is obligated to notify us immediately of seizures and other third-party interventions so that we can assert our rights to the object

## (4) PRICES / PAYMENT TERMS

1. The prices named in our quotes apply for no more than 3 months after the quote was created and on condition that the customer information / data constituting the basis for the quote submitted are accurate and remain unchanged. Our prices are "ex works" unless otherwise specified in agreements or order confirmation.
2. The quoted purchase price is binding and does not include the statutory sales tax; the latter will be listed separately on the invoice in the amount that is legally applicable on the date of invoicing. In the event we need to perform extraordinary work in advance in order to execute a contract, an appropriate advance payment can be requested. § 632a BGB (*German Civil Code*) (instalment payments) applies accordingly.
3. Supplementary amendments initiated by the customer, including those leading to equipment standstill, will be charged to the customer. Sketches, draughts, sample typesets, sample prints, correction proofs, changes in supplied/transmitted data and similar preparatory work initiated by the customer will be invoiced.
4. In the event there are multiple unmet customer liabilities, the customer will not be entitled to determine which debt the customer pays. Rather, we may apply incoming payments to open customer liabilities, including costs and interest.

5. The customer will only have a right to offsetting and retention in the event that the customer's counter claim has been legally established or if we have acknowledged it or if it is undisputed.
6. If the customer cancels an order, then we will invoice the customer for the full costs of the materials reserved for the order, as well as all further costs incurred by us in preparation of the order.

## (5) DELIVERY TIME / DELIVERY DELAY / LABOUR DISPUTE MEASURES / DENIAL OF ACCEPTANCE / STORAGE FEES

1. Compliance with our delivery obligations furthermore requires timely and proper fulfilment of the customer's obligation. We reserve the right to claim non-fulfilment of the contract.
2. Delivery dates or deadlines are not valid unless we have confirmed them in writing. In the event of delay, we shall be initially granted an appropriate grace period.
3. If the customer delays acceptance or culpably violates other collaboration obligations, then we will be entitled to request compensation for damages incurred by us to that end, including any potential additional expenditures. We reserve the right to assert further claims.
4. If the preconditions laid out in Section 3 are met, then the risk of coincidental destruction or coincidental deterioration in the purchase item will be transferred to the customer at the point in time at which the customer has fallen into acceptance or payment default.
5. If non-compliance with obligations is based on force majeure either at our company or at a supplier's company, e.g. strike, lock-out, etc., then time frames will be extended to an appropriate extent. These and similar grounds over which we have no influence and which interfere with delivery or fulfilment of the contract will release us from the delivery obligation. We will inform the customer in writing as circumstances allow.
6. We disclaim all procurement risk. We have the right to withdraw from the contract if the requisite production materials are not available to us through no fault of our own. We will immediately inform our customer to that end, and if we want to withdraw, then we will immediately exercise the right to withdrawal. In the event of withdrawal, we will immediately reimburse the customer for payment that has already been made.
7. If shipment of the contract object is delayed by more than two weeks after the agreed delivery date or if no exact delivery date was agreed, we may charge a flat fee in the amount of 0.5% of the contract object's price for each month of storage after we have indicated that it is ready for shipment. A claim for damages may be made in line with corresponding evidence.

## (6) SHIPPING / PACKAGING CLAUSE

1. Pursuant to the German Packaging Ordinance (*Verpackungsordnung*), we do not take back transport or any other packaging materials; with the exception of Euro Pallets. Otherwise, the customer is responsible for disposing of packaging at the customer's own expense.
2. In the event shipping and/or acceptance is delayed or does not take place as a result of circumstances outside our control, risk will be transferred to the customer starting on the day on which readiness for shipping and/or acceptance has been communicated.

## (7) DEFECT LIABILITY

1. The customer must immediately inform us in writing of obvious defects starting from the point in time the contract object is handed over; otherwise, the assertion of defect claims is excluded. The customer carries full burden of proof for all claim prerequisites, especially for the defect itself, for the point in time the defect is determined and for the timely claim regarding the defect.
2. Defect claims cannot be asserted for merely marginal deviation from the agreed properties and for merely marginal restriction in usability or

for natural wear or damages arising after transfer of risk due to erroneous or negligent handling or due to special external influences not stipulated under contract.

Defect claims furthermore will be seen as groundless in the event of inappropriate or improper use of the contract object.

3. The customer shall grant us an appropriate grace period for supplemental fulfilment in the event of justified defects. Supplemental fulfilment can be carried out at our discretion via remediation of the defect (supplemental improvement) or via delivery of a new object.
4. For colour reproductions in all printing processes, no complaint can be lodged for marginal deviations from the original if they can be attributed to the properties of the paper or of other materials, provided they remain within the tolerance thresholds of the paper industry or another corresponding supply industry and are reasonable to expect of the customer. The same will apply for comparing and contrasting proof prints and print runs.
5. The risk of potential errors transfers to the customer upon print / production release, provided the errors were not incurred until the subsequent production step or could have been recognised as such.
6. In the event of a defect, the customer will not have a right to retention as long as and insofar as it is not in reasonable proportion to the defects and the presumable costs of supplemental fulfilment (especially defect remediation).
7. The customer does not have the right to assert claims and rights based on defects if the customer has not made due payments or if the amount due (including any potential payments made) is not in reasonable proportion to the value of the defective deliveries.
8. Complaints cannot be lodged for over- and under-deliveries of up to 10% of the volume ordered. The volume delivered will be invoiced. The aforesaid percentage will increase to 20% for delivery of special productions of paper under 1,000 kg, and to 15% for those under 2,000 kg.

#### (8) LIABILITY

1. We are only be liable for claims for damages and expenditure compensation in cases involving gross negligence, irrespective of the legal grounds. We disclaim all liability for slight negligence.
2. We disclaim all strict liability.
3. Our liability is limited to the standard contractual damages that are foreseeable at the time of contract conclusion.
4. All damage compensation claims and expenditure compensation claims, irrespective of the legal grounds, will expire by no later than one year after risk is transferred to the customer. In the event of tortious liability, starting at the point of knowledge or grossly negligent ignorance of the circumstances that justify the claim and the party liable for paying compensation. Any potentially shorter legal expiration periods will take priority.
5. The liability exclusions and limitations listed in the paragraphs above do not apply in the event of premeditation, homicide, injuries to body or health, or in case of liability under the German Product Liability Act (Produkthaftungsgesetz), nor in the event of malicious conduct.
6. The provisions laid out in these sections will also apply to the benefit of the legal representatives and our staff.

#### (9) CESSION OF CLAIMS / TRANSFER OF RIGHTS AND OBLIGATIONS

1. The cession of claims against us will be subject to our written consent to be valid.
2. Furthermore, the customer cannot transfer the rights and obligations pursuant to the contract to a third party without our written consent.

#### (10) DATA PROTECTION / VERIFICATION OF CREDITWORTHINESS / CONFIDENTIALITY

1. We use personal data pursuant to the contract exclusively for the purpose of contract processing, customer service, market research and our own marketing purposes.
2. Personal data of the customer gathered within the scope of the contractual relationship and necessary for its execution will be stored by us correspondingly. To the extent necessary for executing the contract, these data will also be transmitted in confidentiality to third party companies, who we have commissioned for the execution of this contract or parts thereof.
3. The customer is obligated to maintain confidentiality with respect to third parties regarding know-how and business secrets about which the customer has gained knowledge in the course of execution of the contract as well as all know-how that is not common knowledge and shall submit its personnel to corresponding obligations.

#### (11) COMMERCIAL PROPERTY RIGHTS / COPYRIGHT

1. In the event that third party rights, particularly copyrights, are infringed upon in the course of execution of the customer's order, the customer is exclusively liable. The customer hereby agrees to indemnify and hold us harmless regarding all third party claims in the case of a rights infringement of such nature.

#### (12) FINAL PROVISIONS / LEGAL VENUE / PLACE OF PERFORMANCE

1. Our business domicile will determine legal venue; however, we do have the right to file a lawsuit against the customer in the customer's own jurisdiction.
2. The laws of the Federal Republic of Germany apply; application of the UN CISG is excluded.
3. Unless otherwise specified in the contractual agreements, our business domicile will constitute the place of performance.
4. Should individual provisions of these terms and conditions be or become wholly or partially legally invalid, then the validity of the remaining provisions will not be affected. The fully or partially invalid provision will be replaced with a provision whose business effect comes as close as possible to the invalid provision. The same will apply accordingly if, during the course of contract execution, a contract gap is revealed that needs to be filled, or if a provision has become meaningless due to changes in circumstances, or is be deemed antiquated or has become inexecutable.
5. A deviation in conduct among the contract parties will neither amend nor annul agreed rights and obligations, nor will it constitute new rights and obligations.
6. The headings of the individual provisions of this Agreement serve merely to provide clearer orientation do not represent individual regulatory content nor do they bear legal significance.