

General Terms and Conditions of Etikettendruck Förster GmbH & Co. KG Edition 05/2020

Scope of application and contracting parties

1.1. Our terms and conditions of business shall apply exclusively; any terms and conditions of the Client that conflict with or deviate from these terms and conditions of business shall not be recognised unless we have expressly agreed to their validity.

1.2. Our terms and conditions shall also apply if we perform the service without reservation in the knowledge that the Client's terms and conditions conflict with or deviate from our terms and conditions.

1.3. These terms and conditions apply only to entrepreneurs pursuant to section 14 German Civil Code (BGB).

2. Conclusion of contract

2.1. Our offers are subject to change and do not constitute a binding offer.

2.2. The Client's order constitutes a binding offer to enter into a contract. We are entitled to accept this offer within two weeks. Acceptance shall be made in text form by post, fax or email.

2.3. Should we accept the offer on modified terms, e.g. a different price, this acceptance shall be deemed to be an offer to enter into a modified contract. In this case, the Client has the option of accepting the offer within 14 days.

2.4. In the case of orders involving delivery to third parties, the ordering party shall be deemed to be the Client, unless otherwise expressly agreed.

3. Delivery, shipping

3.1. Unless otherwise agreed, delivery shall be ex works.

3.2. If the goods are dispatched at the Client's request, the risk shall pass to the Client upon handover to the forwarding agent, carrier or other person or company designated to carry out the dispatch. Delivery shall be made to the delivery address specified by the Client.

3.3. The delivery period shall be determined in accordance with the respective contractual agreement between the parties. If a lead time has been agreed, this shall not start to run until all technical issues have been resolved. Stated delivery periods or delivery dates reflect the respective planning status and presuppose the timely fulfilment of the Client's cooperation obligations. In particular, the delivery date may be postponed accordingly in the event of delayed print approval declarations, amendments, additional work and other deviations from the originally agreed scope of services caused by the Client. The right to invoke the defence of non-performance of the contract remains reserved.

3.4. The respective delivery shall be made in one consignment if possible. However, we are entitled to effect partial deliveries and partial services insofar as these are reasonable for the Client.

3.5. Specified delivery dates are not fixed dates unless we have expressly confirmed a delivery date as a fixed date.

3.6. Stated delivery dates or delivery periods are contingent on correct, punctual and sufficient delivery to us in accordance with clause 4.

3.7. Delays in delivery incurred by us or one of our subcontractors/sub-suppliers due to force majeure or circumstances which are equivalent to force majeure (such as measures undertaken in accordance with currency and trade policy or on other sovereign grounds,

3.8. Any default in delivery caused by us shall be occasioned in accordance with the statutory provisions.

However, a reminder by the Client is required in any case. If we are in default of delivery, the Client may demand liquidated damages for the loss caused by the default. The liquidated damages shall amount to 3% of the net price (delivery value) for each completed calendar week of the default, albeit not more in total than 15% of the delivery value of the goods delivered late. We reserve the right to provide evidence that the Client has not suffered any loss or that the loss is considerably lower than the aforementioned liquidated damages.

3.9. The Client may only exercise rights under section 323 BGB if we are responsible for the delay. This regulation shall not entail any change in the burden of proof.

3.10. This is without prejudice to the rights of the Client pursuant to para. 11 and our statutory rights in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance).

3.11. We take back packaging within the scope of the obligations incumbent upon us under the German Packaging Ordinance (*Verpackungsverordnung*). The Client may return packaging to us at our premises during normal business hours after prior notification in good time, unless another acceptance/collection point has been specified to it. The packaging can also be returned to us at the time of delivery, unless the Client has been informed of another acceptance/collection point. Packaging shall only be taken back immediately after delivery of the goods, and in the case of subsequent deliveries only after prior notification and provision in good time. The Client shall bear the costs of transporting the used packaging. If a designated acceptance/collection point is further away than our premises, the Client shall only bear the transport costs that would be incurred for a distance to our premises. The returned packaging must be clean, free of foreign matter and sorted by different packaging types. Otherwise, we shall be entitled to demand the additional costs incurred in the disposal from the Client.

4. Unavailability of the service

4.1. Every offer is contingent on correct, timely and sufficient delivery to us.

4.2. If the products required for the execution of the order are not available because we are not supplied by our supplier through no fault of our own and this was not foreseeable at the time of the conclusion of the contract, we have the right to withdraw from the contract. In this case we will immediately inform the Client that delivery is not possible.

4.3. Liability for damages due to non-fulfilment is excluded to the extent that we have acted neither grossly negligently nor intentionally with regard to the lack of availability. This is without prejudice to any liability for pre-contractual fault (*culpa in contrahendo*).

5. Obligation of the Client to cooperate

5.1. The Client must provide us in good time with the documents, data, standards, specifications and drawings with the latest revision status as well as any order and delivery specifications required for our performance.

5.2. The reaction of the adhesive coating on various substrates (lacquers, sensitive materials, zinc, ABS, AL, PA, EP etc.) is not predictable in every case. All data, technical information and recommendations concerning the materials are based on reproducible tests which the producer considers reliable, but which do not constitute a guarantee. We therefore recommend that the Client test the compatibility of rubberised, self-adhesive products with the substrate materials intended for application to see if it is suitable for their purposes. In the case of rubberised, self-adhesive and non-adhesive products, the Client shall be responsible for checking and observing the compatibility with the substrate materials intended for application.

5.3. Furthermore, any storage/processing/ and shelf-life specifications must be observed by the Client. For example, label material should not be exposed to sunlight and should not be stored near a heat source. The label material should be stored in a dry place, ideally at a storage temperature of approx. 22°C and approx. 50% relative humidity.

6. Prices, shipping costs

6.1. All prices quoted are net of statutory value added tax.

6.2. Unless otherwise agreed, our prices are EXW (Incoterms 2010). Costs for packaging, freight, postage, insurance and other shipping costs shall be borne additionally by the Client. In the case of deliveries to countries outside the EU, customs duties may also be incurred, which shall also be borne by the Client.

6.3. The level of the costs pursuant to clause 6.2 may be determined from the respective contractual agreement. If nothing has been agreed, the Client shall reimburse the costs actually incurred on production of appropriate evidence.

6.4. The deduction of a cash discount requires express agreement. If rebates, discounts or reductions are granted to the Client, these do not relate to costs for packaging, freight, postage, insurance and other shipping costs or customs duties.

6.5. Subsequent changes to the subject matter of the contract at the instigation of the Client, including the machine downtime caused thereby, shall be charged to the Client. Subsequent changes shall also include repetitions of print proofs requested by the Client due to minor deviations from the original.

6.6. Sketches, drafts, sample typesetting, typesetting work, galley proofs, print proofs, digital proofs, alteration or processing of supplied/transferred data and similar preliminary work initiated by the Client shall be charged separately. The same applies to data transmissions (e.g. via ISDN).

7. Payment, invoice, due date and default

7.1. Unless otherwise agreed, payment is due within 30 days of the date of invoice and delivery or acceptance of the goods. Any agreed advance payments shall become due upon conclusion of the contract and receipt of the invoice.

7.2. Upon expiry of the aforementioned payment deadlines, the Client shall be in default. During the period of default, the Client shall pay interest on the amount in default at the statutory default interest rate as applicable from time to time. We reserve the right to assert claims for further loss caused by the default. With respect to merchants, this is without prejudice to our claim to the commercial interest on arrears (section 353 German Commercial Code (HGB)).

7.3. We are not obliged to accept bills of exchange. Bills of exchange shall only be accepted by special agreement and on account of payment without granting a discount. Interest and expenses shall be borne by the Client. They are payable by the Client without undue delay. We shall not be liable for the timely presentation, protest, notification and return of the bill of exchange in the event of non-redemption, unless we or our vicarious agents are at fault for intent or gross negligence.

7.4. We are entitled to demand reasonable advance payments, in particular for materials or tools required for the execution of the order.

7.5. Any discount agreement does not apply to costs for freight, postage, insurance or other shipping costs and customs duties. The invoice shall be issued on the date of delivery, partial delivery or notification of readiness for delivery.

7.6. We are entitled to send invoices exclusively by electronic means, provided that they comply with the requirements of value added tax law.

7.7. If the Client does not accept the duly delivered goods, it shall in particular be liable for the additional expenses incurred in the event of default of acceptance. We shall no longer be liable for ordinary negligence from the time of default of acceptance. If the Client unjustifiably, seriously and finally refuses acceptance, we may withdraw from the contract and in particular claim the loss of business profit as damages.

7.8. If it becomes apparent after conclusion of the contract that the fulfilment of the payment claim is jeopardised by the Client's lack of ability to pay (e.g. by an application for the initiation of insolvency proceedings), we may demand advance payment from the Client, retain goods that have not yet been

delivered and suspend further work. We shall also be entitled to assert these rights if the Client is in default of payment for deliveries based on the same legal relationship. This is without prejudice to section 321 para. 2 BGB.

8. Assignment and right of retention

8.1. The assignment of a claim by the Client against us shall only be legally effective with our consent or approval; this is without prejudice to section 354a HGB.

8.2. The Client is authorised to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

8.3. We shall be entitled to a right of retention in accordance with section 369 German Commercial Code (HGB) in respect of the printing and stamping templates, manuscripts, raw materials, data and other items supplied by the Client until all due claims arising from the business relationship have been met in full.

9. Retention of title

9.1. We shall retain title to the delivered goods (reserved goods) until full payment is made in respect of all claims accruing to us against the Client existing on the invoice date. In the event of any conduct in breach of contract on the part of the Client, in particular default in payment, we shall be entitled to withdraw from the contract in accordance with the statutory provisions or/and to demand the return of the goods on the basis of the retention of title. The demand for return shall not simultaneously include a declaration of withdrawal; instead, we are entitled to demand only the return of the goods and to reserve the right of withdrawal. If the Client does not pay the price due, we may only assert these rights if we have previously set the Client a reasonable deadline for payment without success or if such a deadline may be waived in accordance with the statutory provisions.

9.2. The Client is obliged to treat the goods subject to retention of title with care; in particular, it is obliged to sufficiently insure them at its own expense against fire, water and theft damage at replacement value. Insofar as maintenance and inspection work is required, the Client must carry this out in good time at its own expense.

9.3. The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The Client must inform us immediately in writing if an application is made to initiate insolvency proceedings or if third parties have access (e.g. via seizures) to the reserved goods subject to retention of title.

9.4. The Client is only entitled to resell the reserved goods in the ordinary course of business. Resale is not permitted insofar as there is a prohibition of assignment between the Client and its customer and section 354a HGB does not apply. The Client hereby assigns its claims from the resale to us. We hereby accept the assignment. In the event of default at the latest, the Client is obliged to inform us of the debtor of the assigned claim. If the value of the securities accruing to us exceeds its claim by more than 10% in total, we are obliged to release securities of our choice at the request of the Client or a third party affected by our excess security.

9.5. Where goods subject to retention of title are processed or treated, we shall be deemed to be the manufacturer pursuant to section 950 BGB and shall retain title to the products at all times during processing. If third parties are involved in the treatment or processing, we are limited to a co-ownership share in the amount of the invoice value of the reserved goods. The property thus acquired shall be deemed to be property subject to a reservation of title.

10. Obligation to give notice of defects, acceptance, warranty

10.1. Claims for defects on the part of the Client presuppose that the Client has properly fulfilled its due obligations to inspect and give notice of defects.

10.2. The Client is obliged to inspect goods delivered by us for obvious defects. Notices of defects due to obvious defects must be provided to us in writing within one week of handover of the goods to the Client. Latent defects that cannot be detected even after immediate careful examination shall be notified to us in

writing immediately after discovery, and no later than within one week of discovery. The timely dispatch of the complaint shall be sufficient to meet the deadline.

10.3. After expiry of the time limits pursuant to para. 10.1, the assertion of warranty claims shall be excluded.

10.4. The Client must declare acceptance within one week of handover of the goods or inform us of circumstances that prevent acceptance. Acceptance cannot be refused due to insignificant defects.

10.5. In the event of a defect, the warranty is initially limited to subsequent performance by us. We are entitled to choose between rectification of defects and/or substitute delivery. If we do not fulfil this obligation within a reasonable period of time or if the rectification of defects fails despite repeated attempts, the Client is entitled either to reduce the price or withdraw from the contract. In the case of a minor defect, however, there is no right of withdrawal.

10.6. We are entitled to make the due subsequent performance contingent on the Client paying the price owed. However, the Client shall be entitled to retain a part of the price that is reasonable in relation to the defect.

10.7. We shall pay for or reimburse the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, in accordance with the statutory regulations if a defect is actually present. Otherwise, we may demand reimbursement from the Client of the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs), unless the lack of defectiveness was not apparent to the Client.

10.8. Defects concerning part of the delivered goods do not entitle the customer to complain about the entire delivery, unless the partial delivery is of no interest to the customer.

10.9. In the case of colour reproductions in all production processes, minor deviations from colour-compliant originals (e.g. digital proofs, press proofs) do not constitute a defect. If no colour-compliant artwork is available because the Client has neither supplied nor commissioned it, the colour values in accordance with common standards of the printing industry shall be used. Furthermore, liability for defects that do not or only insignificantly impair the value or usability is excluded.

10.10. We shall only be liable for deviations in the quality of the material used up to the amount of the respective order value.

10.11. Warranty claims shall become statute-barred within one year of delivery of the goods, unless we have acted fraudulently. This is without prejudice to the limitation periods in the case of sections 478, 479 BGB.

11. Limitation of liability

11.1. We are liable without limitation for intent and gross negligence. In the case of non-intentional acts, liability shall be limited to the damage typically foreseeable at the time of conclusion of the contract. In the event of slight negligence, we shall only be liable in the event of a breach of material contractual obligations and limited to the damage typically foreseeable at the time of conclusion of the contract. This limitation does not apply in the event of injury to life, limb or health.

11.2. This is without prejudice to any liability due to pre-contractual negligence or pursuant to the German Product Liability Act (*Produkthaftungsgesetz*).

11.3. Also unaffected by this limitation of liability – irrespective of any fault on our part – is any liability in the event of fraudulent concealment of a defect or arising from the assumption of a guarantee or assurance. If guarantees are given by another manufacturer (manufacturer's guarantee), this does not constitute a guarantee by us.

11.4. We are also responsible for the impossibility of performance occurring by chance during the period of default, unless the damage would also have occurred if the performance had been rendered on time.

11.5. Insofar as liability for damages against us is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees, representatives and vicarious agents.

11.6. We assume no liability with the exception of the aforementioned cases.

12. Industrial property rights/copyrights

12.1. The Client warrants that the data and documents provided to us as well as the products to be manufactured on behalf of the Client in accordance with the Client's specifications do not violate applicable laws and that no rights (in particular copyrights, trademark rights and other intellectual property rights) of third parties are opposed or infringed.

12.2. The Client grants us the requisite rights to the data and documents transmitted by it that are necessary for the fulfilment of the contract.

12.3. The Client shall indemnify us on first demand against any claims by third parties based on a breach of its obligations under clause 12.1 and clause 12.2. This also includes the costs of legal defence.

12.4. We reserve the intellectual property rights and copyrights to illustrations, drawings, calculations and other documents prepared by us or on our behalf.

13. Commercial practice, excess or short deliveries

13.1. In commercial transactions, the trade customs of the printing industry apply (e.g. no obligation to surrender tools or intermediate products such as cutting and embossing dies, data, lithos or printing plates created for the production of the final product owed), unless an order to the contrary has been placed.

13.2. We are entitled to make excess or short deliveries of up to 10% of the ordered print run. For deliveries from paper custom-made products under 1,000 kg, the percentage increases to 20%, and under 2,000 kg to 15 %. The quantity actually delivered is charged.

14. Data delivery, proof, release

14.1. The Client shall ensure that the print data supplied by him or by third parties on his behalf comply with the technical requirements for data supply specified by us and are free of defects. The Client is responsible for the data supplied being complete and free from defects.

14.2. There is no obligation on our part to check data or documents supplied by the Client or by third parties on its behalf. This does not apply to data that is obviously unprocessable or unreadable. We are therefore not responsible in particular for typesetting, spelling and formatting errors, or for any deviations in colour, contrast, saturation, insofar as these are attributable to the data supplied by the Client or a third party on its behalf.

14.3. The contract shall be executed on the basis of the data supplied by the Client or third parties on its behalf, available print proofs, digital proofs or declarations of readiness for printing/approval by the Client. Colour proofs, print proofs and similar documents supplied by the Client must comply with the applicable FOGRA guidelines. Unless otherwise agreed or if no colour-compliant artwork is available, the printing will be carried out in accordance with common standards of the printing industry.

14.4. The Client may receive print proofs, colour proofs, digital proofs, press proofs or other documents suitable for correction and approval (hereinafter together referred to collectively as "Correction Documents") in advance for separate remuneration.

14.5. The Correction Documents shall be checked conscientiously and without undue delay by the Client for possible errors and, insofar as there are no defects, subsequently released. If there are any defects, the Client must notify us of them without undue delay and remedy any defects based on its data accordingly and provide us with the defect-free data.

14.6. Upon approval of the Correction Documents or the declaration of readiness for printing/ready for production, the risk of any errors shall pass to the Client, unless these errors are based exclusively on causes that only arose after release and for which we are responsible.

14.7. The Client shall check the data made available to us to ensure it is free from viruses, worms, Trojans and other malware using up-to-date virus protection programs before delivery or transmission. The Client shall be liable for any damage caused by a virus, worm, Trojan, malware transmitted by it in the full amount. This liability also includes compensation for the costs of the system check, damage assessment and removal costs of a specialist company as well as compensation for the corresponding downtimes.

14.8. Data backup is the sole responsibility of the Client. We are entitled, but not obliged, to make copies of the data for the performance of the contract. If necessary, the Client shall provide us with this data again free of charge.

15. Data output; archiving

15.1. Products to which the Client is entitled, in particular data and data media, shall only be archived by us beyond the time of handover of the end product to the Client or its vicarious agents by express agreement and subject to separate remuneration.

15.2. Unless an express agreement has been made, insurance for archived data, data carriers and similar materials shall be the responsibility of the Client.

15.3. If products to which the Client is entitled are to be returned, the Client shall reimburse the costs incurred for this separately.

16. Data protection

16.1. All personal data provided by the Client shall be processed by us exclusively in accordance with the applicable provisions of data protection law.

16.2. If data and documents containing personal data of third parties is transmitted to us by the Client, the Client shall be responsible for the permissibility of the processing.

16.3. We would like to point out to the Client that in the event of the processing of personal data on behalf of the Client (data processing), the Client is legally obliged to commission us separately in accordance with the legal requirements. Upon request, we are entitled, but not obliged, to provide the Client with a corresponding template for commissioning the processing. The Client shall be solely responsible for the data processing arranged by it, even if, despite the aforementioned remark, data processing is not separately commissioned and the order is nevertheless carried out without such commissioning by us.

16.4. The Client is responsible for the protection of data subjects' rights.

16.5. The Client shall indemnify us against claims of third parties due to the infringement of data protection regulations, insofar as the processing of personal data of third parties initiated by the Client violates the provisions of data protection law.

17. Periodic works

17.1. Contracts for regularly recurring work with a term of one year or more may be terminated with three months' notice to the end of a month.

18. Applicable law; jurisdiction; closing provisions

18.1. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

18.2. If the Client is a merchant, a legal entity under public law or a special fund under public law, the place of performance and jurisdiction for all disputes shall be our registered office in Denkendorf.

18.3. Should individual provisions of these General Terms and Conditions be invalid, this shall not affect the validity of the remainder of the contract.