



## Terms and Conditions

### Definition of Terms

Client .....	Recipient, customer, contract partner 1
Contractor .....	Supplier, manufacturer, contract partner 2
Order .....	Contract partner 1 to contract partner 2
Object .....	Goods, products, services
Quoted price .....	Prices in € per unit

### 1) Offer

Offers are non-binding. They are differentiated by identifiers and are generally valid for 3 months. After the expiration of the period of validity, the Object must be requested. The price is quoted only in Euros per unit, net, without legal value-added tax. The respective legal value-added tax will be additionally calculated and listed separately in the invoice. The minimum order value is € 50.00. Up to an order value of € 100.00, the Contractor can charge an additional processing fee of € 10.00.

### 2) Order

The Contractor must have the Order in writing. If the written form is replaced by personal or telephone notification, the Client is responsible for any errors or defects caused by this.

### 3) Order confirmation

The Contractor will confirm Orders in writing. If no written confirmation can be given due to time restraints, all shipping documents and the invoice are subsequently considered to be the confirmation of the Order placed. Only the details listed in the order confirmation, conditions, deadlines, and prices are valid and are part of the contract. The order confirmation is made in accordance with the terms and conditions of the Contractor listed in the offer. These have sole validity even if terms of the Client deviate from these and are not expressly rejected by the Contractor. The rejection must take place before the placement of the Order, precisely describe the scope of the rejection, and only achieves validity once it has been confirmed in writing by the Contractor.

### 4) Delivery period/delivery deadline

The delivery period listed when the offer is submitted is a nonbinding guideline for normal order processing. The delivery deadline listed in the order confirmation states the date of delivery or provision. The deadline is automatically extended if events lead to delays for which the Contractor is not responsible. These include all types of interruption of operations, both in the factory of the Contractor and in the suppliers' factories, which are caused by war, strikes, lockouts, rebellion, power failure, transportation breakdown, labour restrictions, as well as all cases of force majeure. These also include delays, which are caused by checking the final proofs, proof copies, production prototypes, and printing plates, and any other delay caused by additional wishes and changes by the Client.

### 5) Delivery

Delivery is ex-factory, unpacked, and at the Client's risk. The Client must take out all necessary insurance policies itself in a timely fashion.

The Contractor is entitled to deliver an amount that differs from the ordered amount by +/-10%, as is customary in the industry.

If no other agreement exists, the necessary packaging will be determined by the Contractor and the Client billed for this at cost. If transport crates are returned to the factory free of charge within 4 weeks in good condition, 2/3 of the calculated price will be credited. All kinds of pallets will be exchanged or billed at cost. The Contractor reserves the right to reject defective or inferior pallets.

### 6) Delay in delivery

A delay in delivery only exists if the confirmed delivery deadline, plus all periods automatically created by the recorded delays, has been exceeded and the Client has notified the Contractor of the default in writing. The Client is only entitled to assert the rights to which it is legally entitled after setting an appropriate additional period of time. The Client may not make a claim due to lost profit.

### 7) Default in acceptance

If the Client does not accept the ordered goods on the agreed upon deadline or at a later deadline or if shipping is impossible for an extended period for reasons that are the fault of the Client, the Contractor can store the goods itself on account of or at the risk of the Client or to store the goods with a shipping company. The Contractor can avail itself of all rights pursuant to § 326 BGB (German Civil Code). It is also entitled to partially withdraw from the contract and demand reimbursement of damages with regard to the other part.

### 8) Complaints/notices of defects

The Client is obligated to inspect the goods delivered by the Contractor after receipt. In case of complaints, the notice of defects must be made within eight days. Defects that are discovered in a part of the delivered goods do not entitle the Client to reject the entire delivery. The Contractor has the option of remedying or replacing the faulty goods. The Client can only request a reduction in price, but not the rescission of contract or reimbursement of damages.

Hidden defects, which were not found during the immediate inspection, can only be asserted if the notice of defect is received by the Contractor no later than 3 months after the delivery or provision.

The Client cannot object to discrepancies in the characteristics or appearance of the delivered goods if these are common in the industry and meet the terms of delivery of the responsible associations.

### 9) Provision of material

If the Client wholly or partially provides the material, delivery must be free domicile. Receipt will be confirmed in accordance with the attached transport documents, but without inspection for correctness with the usual reserve. If the Client demands a differentiated incoming goods inspection of the provided materials, it must place an Order for this, give all necessary instructions, and bear the resulting costs.

Packing materials, which are created during the processing of the provided material, as well as scraps, stamped out pieces, remnants, and all waste from the provided material become the property of the Contractor.

If the properties of the material do not allow for normal disposal or normal disposal is unreasonably expensive due to legal provisions, the Contractor can request that the

Client take back the material or request reimbursement for disposal.

### 10) Payment conditions

The full invoice amount must be paid within 30 days of the invoice date, free of charge, in Euros. If the invoice is paid within 14 days of the invoice date, the Client can deduct a cash discount of 2%.

Small sums up to € 50.00 must be paid upon delivery without deduction. COD shipping is considered normal in the industry for small sums. In case of new business relationships, advance payment can be requested.

Payment by bill of exchange can only take place if this is agreed upon before the placement of the Order. The Client must bear all costs and expenses for the accepted bills of exchange. The Contractor reserves the right to refuse to accept bills of exchange for any further Orders.

For large Orders, appropriate down-payments or partial payments according to production progress must be paid. If large amounts of material are provided or stored for an extended period, the Contractor can request the payment of an appropriate warehouse price.

The Client has no right of retention and no right to set off against its own claims, regardless of the reason for these rights.

In case of late payment, the Contractor can bill the Client for default interest in the amount of 2% above the respective Bundesbank discount rate. In case of bank transfers or checks, the day of the advice of credit is considered to be the receipt of payment. If a major worsening in the pecuniary circumstances of the Client is recognized or it is in default with a payment, the Contractor can request the immediate payment of all outstanding invoices.

### 11) Retention of ownership

The delivered goods remain the property of the Contractor until full payment of the calculated price has been made or until the check or the bill of exchange intended for this has been redeemed. The goods may not be pledged or used as security without the consent of the Contractor until full payment has been made or the check or bill of exchange intended for this has been redeemed. The Client is only entitled to sell the goods subject to retention of title if the purchase price claim is transferred to the Contractor. The rights of the Client from the further sale of the goods subject to retention of title will be assigned to the Contractor in advance and the Contractor shall accept this assignment. A lien is created for all materials provided by the Client with regard to all claims of the Contractor.

### 12) Miscellaneous

- Sketches, drafts, test prints, and samples of any kind ordered by the Client will be billed to the Client. This is also true, if no Order is placed.

- Proof copies and final proofs will be submitted to the Client for proofreading and authorization. It must correct these, if needed, after proofreading and then declare the template ready for printing. The Client bears sole responsibility for all errors missed during proofreading. Readiness for printing must be declared in writing. In case of telephone declarations, a written confirmation is required. Only then can the Contractor produce the goods. In case of small printing orders and existing standing type, as well as existing films or digital copies, the Contractor is not obligated to transmit a correction copy, if the Client does not expressly request this. In cases such as these, the liability is limited to gross negligence. If changes are made after printing authorization, the Client is responsible for all costs, including costs for machine downtime.

- Typesetting errors will be corrected by the Contractor free of charge. Changes due to the Client or deviating from the print template will be billed according to the effort required for this.

- If no special contractual provisions are in effect for periodically recurring work, it is customary in the industry to agree that regularly recurring work can be terminated with a notice period of only 1 month at the end of a calendar quarter if no notice period and fixed end date were agreed upon. If the average monthly invoice amount is above € 1000.00, the notice period is increased to 3 months at the end of a calendar quarter.

- If printed work, standing type, mono rolls, matrices, printing plates, frames, screens, films, or materials are to be stored by the Contractor after the completion of the Order, the Client must bear the costs for this. These items may only be stored for a limited period of time. The Contractor can request that the Client take back the objects stored 6 months after a completed Order, if they have not been used again by this point. In any case, storage does not entail any guarantee and is performed at the risk of the Client, which must also take out the necessary insurance policies.

- The Client bears sole responsibility for checking all copyrights. By simply placing a printing order, the Client indicates that it has concluded this checking of copyrights.

- The Contractor reserves the sole copyright and the right of reproduction to all of its own sketches, drafts, originals, films, as well as digitally saved texts and graphics.

- All tools, equipment, and materials necessary for production remain the property of the Contractor. This also applies if the Client has assumed a portion of the costs for the manufacturing. The Client cannot request the surrender of these items.

- The Contractor is entitled to affix its company text, its company logo, or its operating label to the visible side of the delivered Objects in a manner that is customary in the industry.

### 13) Final provision

All additional agreements made in person or via telephone that are not included in the written Order text or deviate therefrom must be added to the Order text in good time if they are to be taken into account and to be effective. If individual provisions are or become legally invalid, this does not affect the validity of the remaining provisions.

### 14) Place of performance and jurisdictional venue

The headquarters of the Contractor is the place of performance and jurisdictional venue for all claims and legal disputes arising from the contractual relationship including document and bill of exchange lawsuits.