

## **General Conditions of Sale**

### **§ 1**

#### **Extent of Application**

- (1) The following general conditions relating to sales and payment shall only be applicable to companies, legal public and private bodies as well as public fund assets.
- (2) These conditions shall form a part of all our offers and agreements, both in continuing as well as in future business relations. These conditions shall be available and accessible on the internet. We shall not be required to make specific reference to these conditions for the same to be applicable. These conditions shall take priority against conflicting or supplementary general terms and conditions of the customer.

### **§ 2**

#### **Offer and Formation of Contract**

- (1) Our offers (catalogues, any other forms of advertising material) are subject to confirmation and not contractually binding unless we expressly state that the relevant offer is binding
- (2) Illustrations, drawings, samples as well as other documentation which are part of our offers shall remain our property and shall only be applicable only for estimates unless the same are expressly labelled to be binding.
- (3) Upon the making of a purchase order, the client is confirming on a binding basis that he would like to purchase the ordered goods. A contract is formed only upon the confirmation order, which shall either be made in writing or by means of due performance as per the terms of the purchase order.
- (4) Our obligations with regards to delivery shall only arise upon the due delivery of the necessary preliminary products. In the event of a delay in the delivery of such products, our obligations as to delivery shall correspondingly be delayed insofar as we are not able to source for substitution products on a short-term basis. In the event that the delivery of these preliminary products fails and in the event that it would be unreasonable to expect us to procure a substitution delivery, we would be entitled to rescind from the contract. We shall notify the client of our inability to deliver in a timely manner.
- (5) In the event that any purchase order has a value, which is lower than 150 Euros, we shall retain the right to impose a surcharge (for quantities below minimum) amounting to 50 Euros.
- (6) We reserve the right to charge a fee for certain order configurations.

### **§ 3**

#### **Price and Terms of Payment**

- (1) Prices are quoted without cash discounts and any other discounts ex works Sehnde, excluding freight and insurance and exclusive of VAT.
- (2) The purchase price shall be paid upon receipt of the invoice within the agreed terms of payment without any deductions. After expiry of the agreed terms of payment, the customer shall be in default without a reminder. The rate of interest imposed upon delay shall be calculated pursuant to §288 of the German Civil Code ("BGB").
- (3) The client shall only be entitled to set off or retain any portion of the purchase price only in the event that the basis/reason for the set-off or retention arises from the same contractual relationship and in the event that we recognise and acknowledge the claim on

the client's side or alternatively, when the claim has been judicially acknowledged and confirmed.

#### **§ 4**

##### **Delivery time, Duration of Delivery and Delivery Quantity**

- (1) Unless expressly stated otherwise, all delivery datelines and datelines shall not be understood to be binding.
- (2) In the event that we are in delay of binding datelines, a reasonable dateline amounting to a minimum period of three working days shall be deemed to be agreed upon. A delay shall be deemed to have occurred in the event that the dateline is past or when the statutory extension of time is superfluous. In the event of a delay in delivery, we shall be liable pursuant to the statutory guidelines as follows: In the event of a delay caused by negligence, we shall be liable for compensation for any additional costs incurred in any necessary covering purchase as well as to a maximum amount of 0,5% per week and 5% of the affected relevant contract value in total.
- (3) Insofar as the client is not unreasonably disadvantaged by the same, we shall be entitled to make partial deliveries.
- (4) With regards to the quantity of goods to be delivered, a excess/lack in the amount of 10% of the ordered quantity shall deemed to have been agreed upon.

#### **§ 5**

##### **Transportation and Transfer of Risk**

- (1) The risk of an accidental deterioration of the goods shall be transferred to the client upon the delivery of the goods. When relevant, this risk shall be transferred at the point that the goods are delivered to the person, who has been appointed to deliver the goods to the client.
- (2) Transfer of risk shall occur regardless of any delay in acceptance.
- (3) In the exceptional event that we undertake transportation costs, the abovementioned rules relating to transfer of risk shall remain unchanged.

#### **§ 6**

##### **Quality of Goods**

- (1) Unless the client makes an order for specially manufactured colours, the most current colour fans ("Pantone") at the time of the purchase order and the ISO-Standard 2846-1 shall be authoritative for the goods. We shall be obliged to deliver a colour, which would be the same colour as the colour contained in the colour fan, when this colour is applied to the same background material. The client carries the sole responsibility to achieve his desired colour effects by means of the printing technology available to him and the materials utilised. Any information furnished on our part with regards to this matter shall be deemed to be a non-binding suggestion only. In any case, the client should test the colour effect before making an order for production. We shall not be reasonable for any specific colour context.
- (2) In the event that we manufacture a colour on the basis of a sample, the client shall be obliged to stimulate the required colour and to deliver test samples of the material, upon which the colour would be applied. We shall manufacture a sample piece in the laboratory with a normal colour purchase order pursuant to the corresponding printing technique.

- (3) Further technical details relating to the quality of colour, including in particular drying properties and physical qualities (e. g. appropriateness for utilisation in food products) shall be contained in our technical information. In the event that the client intends to utilise the goods for a particular purpose, he shall be obliged to consult the information contained in these technical information.

## **§ 7**

### **Guarantee against Defects**

- (1) The client shall be obliged to inspect the goods for all obvious defects and to notify our company of the same in writing within 2 weeks of receipt of the goods. In the event that the client fails to make any due notification, he would not be entitled to enforce any claim against us with regards to these defects.
- (2) In the event that the goods do not comply with the required quality, we shall be obliged to make a substitute delivery, which complies with the agreed quality within a reasonable time, which shall consist of a minimum period of five working days. The client shall only be entitled to refuse acceptance of these goods when he is able to prove that he is in delay of his own delivery obligations.
- (3) In the event that the substitute delivery fails or in the event that the client is entitled to refuse acceptance of the substitute delivery, the client shall be entitled to impose a discount on the purchase price or alternatively to rescind from the contract. The client shall only be entitled to rescind from the contract on the basis of a significant defect in the event that the relevant defect is such that it would not be possible to process the goods, regardless of the utilised materials and machinery.
- (4) In the event of a claim based on statutory rights, we shall be obliged to the extent of all foreseeable direct damages. In the event that the deviation from the contractually agreed quality had been recognisable on the part of the client in the course of processing and in the event that the client elected to nevertheless proceed with the processing and not to stop, we shall not be liable to the client (except in cases from damages caused to health, intentional damage and gross negligence).
- (5) All claims with regards to guarantee, including such claims for compensation for damages suffered shall have a limitation period of 12 months commencing from the day of delivery.

## **§ 8**

### **Liability**

With regards to statutory liability outside of guarantees, the following shall apply: We shall be liable for all intentional acts as well as for all instances of gross negligence. In addition, we shall be liable in instances of bodily injury. In all other cases, such as cases of negligent breach of contractual secondary obligations, we shall only be liable for reasonably foreseeable damages. The extent of our liability in such cases shall be limited both in value and basis to that which is covered in our comprehensive general liability insurance, the contents of which we shall reveal to our clients upon request.

## **§ 9**

### **Cooperation on the part of the Client**

The client is obliged to cooperate with our company in the performance of the purchase order. In particular, the client shall be obliged in his position as one obliged with regards to preparatory efforts to furnish us with all information necessary to enable us to properly

perform our contractual obligations. The client shall be responsible and liable for the accuracy and completeness of the information furnished to our company. We shall only revert to the client in the event that there is an obvious error or gap in the information furnished to us.

## **§ 10**

### **Retention of Property**

- (1) We shall retain property in the goods ("Retained Goods") until such time that full payment for all outstanding claims arising from our business relationship has been fully satisfied
- (2) The client shall be obliged to notify us of all rights and access, which any third party may have against the goods in writing. The client shall further be obliged to store the Retained Goods separate from all other goods and to clearly mark the same as such. The client shall be obliged to compensate us from all damages and costs, which we may suffer as a result of the client's breach of this obligation and as a result of any third-party action.
- (3) In the event that the client is in breach of his contractual obligations, in particular of his obligations to make payment in time, we shall be entitled to demand that the client release the Retained Goods to us. Such a demand shall also amount to a termination of contract at the same time.
- (4) The client shall be entitled to sell the Retained Goods in the ordinary course of business. He however hereby assigns all rights, which may arise from such re-sale of the Retained Goods to the client to the extent and value of the purchase price of the Retained Goods. We hereby accept this assignment. Subsequent to the assignment, the client shall continue to be entitled to enforce claims with regards to these assigned rights. We shall however be entitled to enforce these rights on our own in the event that the client does not fulfil his own obligations of payment. Upon our request for the same, the client shall be obliged to duly inform all relevant third parties of the same. In the event that the goods are processed or mixed on the part of the client, this processed or mixed end product shall be assigned instead to our name and to our purchase order. We shall consequently receive a corresponding co-ownership to the new processed or mixed product which would be proportionate to the value of the Retained Goods in the new processed or mixed product

## **§ 11**

### **Jurisdiction and Place of Performance**

The place of jurisdiction for legal disputes and place of performance is Hannover.

## **§ 12**

### **Further Conditions for International Business**

In the event that the client is domiciled abroad, the following shall apply either in addition to or partially instead of the abovementioned regulations:

- (1) With regards to issues relating to the application of these general conditions as well the effectiveness of the same, the laws of the client's domicile shall apply. All other issues shall be governed by the laws of the Federal Republic of Germany. The application of the UN Convention for the International Sale of Goods (CISG) is hereby expressly excluded.
- (2) All our prices are to be understood and shall be applicable as of our factory in Sehnde (EXW Incoterms® 2020 shall apply). The client is obliged to pay in advance for the ordered goods.

- (3) In the event of delay in payment, we shall be entitled to demand payment in advance or a letter of credit in the value of the outstanding deliveries for all future deliveries. Upon the client's failure to comply, we shall be entitled to refuse to make any further deliveries. In the event of delay, we shall also be entitled to impose interest at the rate of 12,5%.
- (4) With regards to retention of property, as contained in § 10, such an agreement for retention of property would be deemed to be agreed as that, which would have been possible pursuant to the property laws applicable at the place of delivery. In the event that such an agreement for retention of property would require any formal steps to be taken, the client is obliged to notify of these steps and to cooperate with us for the execution of such a formal agreement. In the event that the client refuses or fails to do so, he shall be obliged to compensate us for all damages suffered.
- (5) In the event that the laws of the client's domicile, which would decide upon the effectiveness of these general conditions, allow for our obligations with regards to delay in delivery, guarantee against defects and other contractual breaches to be excluded, the same shall be duly excluded (changes to § 4 (2), § 7 (4) and § 8). In the event that such exclusions of liability cannot be contractually agreed upon, such an agreement for limitation of liability, which is legally possible, shall be deemed to be agreed upon. In the event that such an agreement for exclusion or limitation of liability requires formal steps to be taken, the client shall be obliged to inform us of the same and to co-operate us to ensure that the relevant steps are taken. In the event that the client fails or refuses to do so, he shall not be entitled to claim that the exclusion or limitation of liability is not effective or applicable.
- (6) In the event that the contractual documentation is drafted in various languages and in the event that the contract is drafted in the German language, the German version shall prevail. In all other cases, the English version shall prevail.
- (7) The Gregorian calendar shall be authoritative in the calculation of all datelines. The exact times set out shall be pursuant to the time at our domicile, taking into consideration daylight savings.
- (8) Unless otherwise agreed, all payments shall be made in Euro. All currency fluctuations shall not affect the purchase price and obligations relating to payment. Customs duties, fees, duties and any taxes arising in the course of the performance of the contract shall be borne by the client. We shall however be liable to make payment of all taxes arising within the Federal Republic of Germany.
- (9) We shall not be liable to ensure that the goods delivered comply with the statutory regulations applicable at the place of delivery. This applies in particular to environmental obligations. We shall only undertake liability in this regard upon express confirmation.

### **§ 13**

#### **Russia Sanctions Clause ("No Russia Clause")**

The Buyer undertakes:

- (1) not to sell, export, re-export, deliver or otherwise transfer, directly or indirectly, the goods supplied under this contract, including printing inks, chemical products, related intermediates and technologies, to the Russian Federation or for use in the Russian Federation, insofar as prohibited under EU-Regulation 833/2014;
- (2) to ensure that the goods are not intended for industrial use, processing, or incorporation into products destined for the Russian Federation, where such use cannot be ruled out;
- (3) to take all appropriate and reasonable measures to prevent circumvention of these obligations by third parties in the commercial chain, including resellers, processors, or other downstream recipients;

- (4) to implement adequate compliance measures, including “know your customer” procedures, to ensure adherence to these obligations;
- (5) to provide the Seller, upon request, with all necessary information and documentation to verify compliance;
- (6) to promptly inform the Seller of any known or suspected breaches or circumvention attempts;
- (7) to contractually impose these obligations on all subsequent purchasers or recipients in the supply chain.

Any breach of these provisions shall constitute a material breach of contract and shall entitle the Seller to terminate the contract with immediate effect and to claim damages.

Sehnde in September 2026