

## Terms and Conditions of Delivery and Payment

All agreements and offers are based on the terms and conditions of the Contractor. They shall be deemed to have been acknowledged by issuing an order or accepting deliveries if the Customer was given the opportunity to take note of their contents in good time and in a reasonable manner within the scope of the business relationship. Any deviating terms and conditions of the Customer which the Contractor does not explicitly acknowledge in writing shall be non-binding, even if no explicit objections have been raised against them.

### 1. PRICE OFFER

Offers shall only be valid if placed in writing: The prices stated shall apply subject to the order data on which the issued order is based remaining unchanged. The prices offered are net prices denominated in euro (excluding VAT). They apply ex works, unless otherwise agreed.

### 2. ACCEPTING AN ORDER - ORDER - ISSUING AN ORDER

The agreement shall be deemed to have been concluded if the order has been confirmed in writing by the Contractor. Subsequent amendments to the order caused by the Customer shall entitle the Contractor to amend the affected contractual terms and conditions accordingly. All amendments shall also be placed in writing to become effective. In the event of the Contractor subsequently obtaining knowledge of circumstances which cast doubts on the solvency of the Customer, the Contractor may base any further order processing and deliveries on advance payments or request adequate securities.

### 3. EXECUTION

The Customer shall check all printed and/or execution documents provided by the Contractor, also with regard to all properties that are material and mandatory for the use of the packaging material. The Customer shall return the signed documents to signal its approval. Any required amendments shall be clearly marked. The Contractor shall not assume liability for any visible defects which the Customer has missed during the check or has failed to complain about, unless the Contractor has fraudulently concealed such defects.

#### Volume tolerance

The Contractor generally may deliver volumes which fall short or exceed the target volume by up to 10% if such shortfalls or exceedances are caused by production processes. Unless otherwise agreed, the maximum tolerances for deliveries below 500 kg or of products that are particularly difficult to produce may be increased to 20%.

#### Quality tolerance

The order shall be executed in accordance with the general state of the art within the technically required material and process-related tolerances to a quality standard applicable in the industry, unless specific execution standards have been agreed in individual cases with the Customer. Materials of any kind procured by the Customer shall be delivered to our premises free of charge. Their receipt shall be acknowledged without assuming any guarantee for the accuracy of the volume stated to have been delivered. In the event of the Customer providing the paper and/or cardboard, the latter shall not be entitled to the packaging material and waste incurred as a result of unavoidable loss in printing underlays and running-on owing to trimming, punching and similar actions.

#### Delivery period

Compliance with an agreed delivery period shall require for the Customer to fulfil its obligations (e.g. provision of print documents, approvals of the execution templates, etc.) on time. In the event of the Customer requesting amendments to the order that have an impact on the production time once the order has been confirmed, a new delivery period shall start upon confirmation of the amendment.

#### Service disruptions - compensation for damages

Due to the consequences of delivery delays, special attention is drawn to the fact that it is necessary to grant an appropriate period of grace. Compensation for damages may only be claimed for acts of malicious intent and gross negligence, and only up to 10% of the order value per week upon expiry of the period of grace for subsequent delivery, but no more than the total order value. The contractually agreed limitation of liability shall not apply to acts of malicious intent performed by the Contractor and apart from that be capped at twice the order value for acts of gross negligence and culpability of the Contractor's executive employees. Compensation for indirect damages, such as lost profit or covering purchases, shall be excluded. Operational disruptions, both internally and externally, which are crucial to the production and transport of the goods, shall relieve the Contractor from compliance with the delivery period without having to pay any compensation for damages, unless it is possible to remedy the situation on time and without incurring unreasonable costs. Operational disruptions within this meaning are all other barriers which objectively fall outside the Contractor's scope of control, particularly raw materials and energy shortages, transport bottlenecks, governmental intervention, industrial action, war and call-up as well as extensive fire.

#### Acceptance

Acceptance shall be based on the contractual agreements. In the event of acceptance being delayed, the Contractor may invoice for any related costs. The quality and hazard risk shall be transferred to the Customer no later than after six months from the agreed initial delivery date.

#### 4. PAYMENT

All invoices and payments shall be denominated in euros. Invoices shall be issued at the earliest upon dispatch of the goods and/or the date on which the Customer is late with accepting them. Payment shall be made in full within 30 days from date of invoice or with a 2% discount within eight days from date of invoice. Bills of exchange shall only be accepted by specific prior agreement and only for the purpose of fulfilling the contractual terms and conditions. The Customer shall carry all interest and costs of discounting or collection of bills of exchanges. In the event of the Contractor obtaining knowledge of a significant deterioration of the Customer's financial situation, or the Customer defaulting on payment or acceptance for this reason, the Contractor may request immediate payment for all goods, including those not yet delivered, invoices not yet due and bills of exchange and cheques not yet due if the amounts match the expenses incurred by the Contractor incurred through the performance of the agreement. In the event of payment default, default interest in the evidenced amount of the bank loan used, but at least 8% above the respective ECB discount rate shall be payable.

#### 5. RETENTION OF TITLE

The Contractor shall retain the title in the delivered goods until receipt of full payment of the purchase price plus any dunning and ancillary fees that may have been incurred. However, the Customer may sell and process the goods within the scope of its proper operations. The Customer shall herewith already assign all of the receivables from its customers arising from the sale of the goods to

Fritsch GmbH & Co. KG to provide security in the amount of the goods subject to retention of title. Upon request, the Customer shall notify Fritsch GmbH & Co. KG of the debtors of the assigned receivables and inform the debtors of such assignment. The Customer shall notify Fritsch GmbH & Co. KG immediately of any seizure, pledge or third-party claims to and of the assigned receivables or goods subject to retention of title. In the event of the goods subject to retention of title

- a) being processed, this shall be performed for Fritsch GmbH & Co. KG.
- b) being combined with a movable item, the delivered goods shall be deemed to be the main item.
- c) being combined with landed property, such combination shall only be of a temporary nature until full payment of the purchase price.

In the event of the goods being sold, even in a processed condition, the receivable for such subsequent delivery shall be deemed to have been primarily assigned to the Contractor, in whole or part thereof, in the amount of its receivables arising from the goods delivered.

#### 6. OBLIGATION TO INSPECT THE GOODS AND SUBMIT A NOTICE OF COMPLAINT

The goods shall be inspected immediately upon receipt at their destination and handled with the due care and diligence of a proper business person. The inspection shall cover all properties material and required for the use of the packaging material. The Customer shall also be obliged to inspect the goods delivered if they contain patterns. Any complaints shall be submitted within two weeks from receipt of goods. Complaints about hidden defects that remain undiscovered after immediate inspection may only be asserted against the Contractor if received by the latter within three months from the date on which the goods were dispatched from the production plant. Defects on part of the delivery shall not entitle the Customer to complain about the entire delivery if it is possible to separate the defective and non-defective parts without unreasonable effort. The Customer may only request a price reduction and withdrawal from the agreement, if the goods are objectively worthless to the Customer, but shall not be entitled to claim damages on these grounds. The Contractor may send subsequent deliveries. The Contractor does not guarantee that the packaging materials are suitable for the Customer's intended purpose, unless certain properties have been assured. The Contractor shall only assume liability for light fastness, changes and deviations in colours and bronzes as well as the properties of bonding, lacquering, lamination, impregnation and coating if defects were discernible in the materials during proper inspection prior to using them.

#### 7. DISPATCH AND PACKAGING

The goods shall be dispatched at the risk and for account of the Customer, unless otherwise agreed. The packaging shall be based on the order confirmation. Pallets, top boards, crates and other leased packaging shall remain the property of the Contractor. The leased, undamaged packaging materials shall be returned free of charge within an appropriate period, unless otherwise agreed.

#### 8. DRAWINGS, DRAFTS AND OTHER PRELIMINARY WORK

- which are requested by the Customer - shall be invoiced even if no order is placed afterwards.

#### 9. COPYRIGHT

The Customer shall be responsible for checking the right of duplication and copyright of all print documents, drafts and finished samples, unless the Customer has explicitly engaged the Contractor with such activities. Copyright

and the right of duplication in any type of method and for any purpose in internally produced drawings, drafts, originals, films etc. shall remain the property of the Contractor, unless explicitly and otherwise agreed with the Contractor, even if the order is not issued. Lithographies, printing plates, copy templates, blocks, flongs, embossing plates, punching tools and contours, printing cylinders, etc. shall remain the property of the Contractor, even if they are invoiced in whole or part thereof. The Contractor shall not be obliged to release these items, including their duplicates. The Contractor shall only be obliged to retain third-party printing documents, manuscripts and other items provided for a period of six months from delivery of the last order containing goods produced with these items.

#### 10. LABELLING

The Contractor reserves the right to attach its company text, logo or operations ID in accordance with standard practices and regulations and within the space available on deliveries of any kind.

#### 11. AMENDMENTS TO THE AGREEMENT

Any amendments to, or rescission of, the agreement shall be placed in writing to become effective.

#### 12. SEVERABILITY CLAUSE

Should parts of these terms and conditions, including individual alternatives or variations, be or become ineffective, this shall not affect the remaining Terms and Conditions of Delivery and Payment.

#### 13. Place of fulfilment and jurisdiction

The place of fulfilment for deliveries and payments shall be the Contractor's head office. The place of jurisdiction shall be Augsburg, Germany. The Contractor may also choose the place of its production plant or the place of the Customer's head office as the place of jurisdiction.