

Terms and Conditions of Sale and Delivery (TCSDs)

§ 1 Conclusion of contract

- 1.1 All deliveries by Panther Display GmbH & Co. KG (hereinafter: "Panther Display") shall take place based on these TCSDs.
- 1.2 Inclusion of the orderer's differing conditions is expressly excluded unless Panther Display acknowledges these conditions. Carrying out a delivery shall not count as acknowledgement of the orderer's differing conditions.
- 1.3 Offers by Panther Display are always non-binding and without obligation. A contractual relationship shall not come into existence until Panther Display accepts an order by confirmation of order.

§ 2 Prices

- 2.1 Prices are ex works and do not include transport-, packaging and other ancillary costs.
- 2.2 If there is a cost increase not foreseeable by calculation and for which Panther Display is not responsible (especially wages and materials costs) by more than 10% and a period of more than four months elapses between conclusion of contract and delivery date, Panther Display shall be entitled to adjust the agreed prices by written notice by the amount of the increased costs applicable to the goods to be delivered. In this case, the orderer shall be entitled, within seven working days after receiving the price adjustment notice, to withdraw from the contract regarding the specific delivery. Sales prices shall be understood as excluding packing, sketches, designs, printing blocks, tools or other preparatory works fabricated and/or performed at the client's request.

§ 3 Clichés, tools and other ancillary materials

Clichés, tools, templates or other ancillary materials produced or procured on behalf of the orderer will be invoiced separately and shall remain the property of Panther Display. To this extent, the orderer shall not acquire any entitlement to acquire ownership or to handover.

§ 4 Force majeure, delivery

- 4.1 Force majeure is considered to be unforeseen, unavoidable and serious events that prevent Panther Display from duly fulfilling its obligations despite taking reasonable care and precautions and having exercised all reasonable alternatives. In particular, these events comprise war, war-like acts, epidemics/pandemics, economic sanctions, export/import bans, raw material and supply shortages, assaults, explosions, natural disasters such as fire, earthquakes and floods. Measures and events in the context of Covid-19 which could not have been foreseen or influenced at the time of the conclusion of the contract because they had not already been specifically realised or were not yet in force shall be deemed to be circumstances of force majeure (e.g. border closing; construction site close-down, etc.).
- 4.2 If Panther Display successfully invokes this clause, it will be released from its obligation to perform its contractual obligations and from any liability for damages or any other contractual remedy for violation of the contract as soon as the notification reaches the customer, as from the time when the said circumstances make it impossible for it to perform. If the effect of the alleged impediment or event is temporary, the above consequences will only apply for as long as the claimed impediment prevents Panther Display from fulfilling the contract. If the duration of the alleged impediment has the effect of substantially depriving the contracting parties of that which they had a right to expect by virtue of the contract, either party shall have the right to terminate the contract by giving notice to the other party within a reasonable time. Unless otherwise agreed, the contracting parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.
- 4.3 Panther Display is entitled to make partial deliveries, subject to any recognisable legitimate interest of the customer to the contrary.

§ 5 Shipment, pallets, pallet account

- 5.1 If shipment is agreed, this shall take place at the orderer's risk.
- 5.2 If delivery takes place on pallets, the orderer shall return the same number, type and quality of these to Panther Display. If the orderer fails to comply despite the setting of an appropriate deadline, he shall pay Panther Display an additional payment amounting to the customary market value of new pallets.
- 5.3 If Panther Display introduces a pallet account for the orderer regarding the inventory and changes, the orderer shall receive statements for balance reconciliation. The orderer shall be deemed to have acknowledged the account balance if he does not object to it in writing within seven working days after receiving it.

§ 6 Guarantee, liability

- 6.1 Insofar as feasible in accordance with the ordinary course of business operations, the orderer shall examine the delivered goods without delay and, if a defect is apparent, shall notify Panther Display without delay – within seven (7) working days at the latest. Moreover, Section 377 of the HGB (German Code of Commercial Law) shall apply.
- 6.2 For technical reasons in the production process, Panther Display shall be entitled to deliver quality increases or reductions to a maximum of 10%. The amount actually delivered shall be invoiceable.
- 6.3 In the event of a material defect for which Panther Display is responsible, the latter shall be entitled, at its own option, to remedy the defect or make a substitute delivery within a reasonable period of time. If the supplementary performance fails, the statutory rules shall apply – subject to Section 7 of these TCSDs.
- 6.4 The orderer's claims in cases of Section 438, Para. 1, No. 3 of the BGB (German Code of Civil Law) shall become time-barred one year after the start of the statutory time-barring period. In other respects, the statutory time-barring regulations shall be unaffected.

§ 7 Liability

- 7.1 Panther Display shall be liable only for intent, gross negligence and negligent breach of essential contractual obligations. For slightly negligent breaches of essential contractual ob-

ligations, the amount of our liability shall be limited to typical contractually foreseeable damage. Essential contractual obligations shall be understood to mean obligations whose fulfilment is the only way to enable execution of the contract and on whose observance the contracting partners are entitled to rely as a matter of course. Otherwise, we shall not be liable for slightly negligent breaches of obligations by ourselves, our legal representatives or our vicarious agents. The aforementioned liability exclusions and liability restrictions shall not apply in cases of strict (no-fault) liability, especially pursuant to the Product Liability Act and in the event of liability for damages arising from injury to life, limb or health.

- 7.2 The orderer's damages compensation claims for which the regular time-barring period of Section 195 of the BGB (German Code of Civil Law) would apply, shall become time-barred in one year from the start of the statutory time-barring period. This shall not apply to liabilities on grounds of intent or of the Product Liability Act.

§ 8 Payment

The stated prices are net prices. Statutory VAT will be invoiced in addition. Unless agreed otherwise, the invoice amount shall be payable within 14 days from the invoice date with 2% discount, or within 30 days net. If bills of exchange are given in payment by agreement, they must be eligible for discount. The client shall bear all costs and fees connected therewith. Bill of exchange payments are not an entitlement to discount deduction. In the event of payment default, and subject to the assertion of a further claim for damages, interest amounting to 9% above the respective base rate (Section 288 Para. 2 of the BGB (German Code of Civil Law) shall be due for payment. In the event of an outstanding payment or other indications of payments at risk, we can demand immediate payment for a delivery carried out, or the provision of securities. In the aforementioned case, we shall be entitled to refuse further deliveries arising from ongoing contracts until the amounts due have been settled, and in addition to require payment before delivery. Offsetting/counterclaims against our claims is possible only with undisputed or legally established accounts receivable.

§ 9 Retention of title

- 9.1 Goods supplied/delivered shall remain the property of Panther Display as reserved goods until fulfillment of all of Panther Display's claims against the orderer arising from the entire business relationship. The orderer shall be entitled to dispose of the delivered goods in the context of an orderly business transaction, and in particular to process and to sell them. Pledgings or transfers as security are not permissible.
- 9.2 To secure Panther Display's claims, the orderer hereby already assigns to Panther Display the claims against third parties to which he (the orderer) is entitled as a result of further disposal of the reserved goods. If reserved goods are disposed of together with goods not owned by Panther Display, the aforementioned assignment shall extend to the amount corresponding to the invoice value of the reserved goods.
- 9.3 The orderer is revocably authorised to collect the accounts receivable that have been assigned to Panther Display. Panther Display can revoke this collection authorisation in particular if the orderer is in payment arrears to Panther Display, or application is made for opening of insolvency proceedings against his (the orderer's) assets. In the event of revocation by Panther Display of the collection authorisation that was issued, the orderer shall be obliged to communicate all the data and documents required to collect the assigned claims. Furthermore, the orderer shall without delay make the debtor aware of the assignment.
- 9.4 If reserved goods are processed with, mixed with or joined to other goods not owned by Panther Display, Panther Display shall acquire co-ownership in proportion to the invoice value of the reserved goods relative to the value of the other goods at the time of processing, mixing or joining.
- 9.5 The orderer shall be obliged to notify third parties of the reserved ownership in the event of distraints or other seizures, and to notify Panther Display without delay.
- 9.6 If the value of the accounts receivable assigned according to No. 2 exceeds the value of Panther Display's claims against the orderer by more than 20%, the orderer can request the release of the securities exceeding that amount, at Panther Display's choice.

§ 10 Industrial property rights and copyright

The orderer is responsible for observance of third party industrial property protection rights and copyrights. If the goods that are the subject of the contract culpably violate third party protection rights or copyrights, or if third parties assert fault-based claims against Panther Display in this respect, the orderer shall be obliged to indemnify Panther Display from these (claims). Panther Display shall be entitled to own the copyright and to the right to reproduce and otherwise use draft designs, sketches, printing templates and execution documents prepared by Panther Display, even if the order is not placed.

§ 11 Place of fulfilment, Place of jurisdiction, Applicable law, Effectiveness

- 11.1 The place of fulfilment and exclusive place of jurisdiction shall be Wustermark.
- 11.2 German law shall apply exclusively, to the exclusion of the UN sales law (CISG; the United Nations Convention on Contracts for the International Sale of Goods, the Vienna Convention).
- 11.3 The ineffectiveness of individual provisions of these TCSDs does not affect the effectiveness of the contract in any other respect.

The client acknowledges the fact that contractor stores data arising from the contractual relationship pursuant to Article 6, Para. 1 of the GDPR (General Data Protection Regulations) for data processing purposes, and reserves the right to communicate the data to third parties (e.g. to insurers) insofar as necessary to fulfil the contract.