

## Terms and Conditions of Sale and Delivery (TCSDs)

### § 1 Conclusion of the Contract

- 1.1 Any deliveries by PRINT-Pack GmbH Verpackungsdruck (hereinafter referred to as "Print-Pack") shall be performed in accordance with these Terms and Conditions of Sale and Delivery.
- 1.2 Inclusion of the ordering party's alternative terms and conditions is expressly rejected unless Print-Pack acknowledges these terms and conditions. Performance of a delivery does not constitute acknowledgement of the ordering party's alternative terms and conditions.
- 1.3 Print-Pack proposals shall always be subject to change and non-binding. A contractual relationship shall only be established if Print-Pack has accepted an order by means of an order confirmation.

### § 2 Prices

- 2.1 Prices are ex works and exclude transport, packaging and other incidental costs
- 2.2 In the event of an increase in costs (in particular wage and material costs) of more than 10 % that was not foreseeable in terms of calculation and for which Print-Pack is not responsible, Print-Pack shall be entitled to adjust the agreed price up to the amount of the actual increase in costs, by means of a written declaration, if there is a period of more than four months between the conclusion of the contract and the delivery date. In such a case, the ordering party has the right to withdraw from the contract for the respective delivery within seven working days after receipt of the price adjustment declaration. Sales prices do not include packaging, sketches, drafts, plates, tools or other preparatory work that has been produced or performed at the request of the customer.

### § 3 Plates, Tools and Other Materials

Printing plates, tools, artwork or other materials produced or procured on behalf of the customer shall be invoiced separately and remain the property of Print-Pack. The buyer shall not be entitled to claim the transfer of ownership or surrender of the goods.

### § 4 Force majeure, delivery

- 4.1 Force majeure is considered to be unforeseen, unavoidable and serious events that prevent Print-Pack 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 Print-Pack 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 ordering party, 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 Print-Pack 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 Print-Pack is entitled to make partial deliveries, subject to any recognisable legitimate interest of the ordering party to the contrary.

### § 5 Shipping, pallets, pallet account

- 5.1 If shipping has been agreed, this shall be at the risk of the ordering party.
- 5.2 If delivery is made on pallets, the ordering party must return these to Print-Pack in the same number, type and quality. If the ordering party does not comply with this, despite a reasonable deadline being set, the ordering party must make an additional payment to Print-Pack amounting to the market value of the pallets as new.
- 5.3 If Print-Pack holds a pallet account for the ordering party for stock and changes the ordering party shall receive statements to reconcile the balances. The account balance is deemed to be accepted by the ordering party if they do not contest this in writing within seven working days of receipt.

### § 6 Warranty, Liability

- 6.1 The ordering party must inspect the delivered goods without delay, insofar as this is feasible in the normal course of business, and if a defect is found, notify Print-Pack without delay - within 5 working days at the latest. § 377 German Commercial Code (HGB) shall apply in all other respects.
- 6.2 For technical reasons during the production process Print-Pack has the right to deliver excess or short quantities of a maximum of 10%. The actual quantity delivered is to be invoiced.
- 6.3 In the event of a justified complaint, at our discretion, Print-Pack may either remedy the defect or supply a replacement free of any defects through subsequent fulfilment. Only in the event that this subsequent fulfilment repeatedly fails shall the client be entitled to exercise any rights such as rescission, reduction and compensation instead of performance - unless the defect is insignificant.
- 6.4 Any claims by the client for material defects and/or defects of title shall become statute-barred after 12 months, calculated from the transfer of risk. This shall not apply if the limitation period cannot be shortened for certain claims due to statutory provisions or established jurisprudence.

### § 7 Liability

- 7.1 Print-Pack shall only be liable for intent, gross negligence and the negligent breach of essential contractual obligations. In the event of a slightly negligent breach of essential contractual obligations, the extent of our liability shall be limited to the foreseeable damage typical for the contract. Essential contractual obligations are obligations the fulfilment of which is essential for the proper performance of the contract and compliance with which the contractual partner may regularly rely on. Print-Pack shall not otherwise be liable for any slightly negligent breach of obligations by us, our legal representatives or our agents. The above exclusions and restrictions of liability shall not apply in cases of strict liability, particularly under the Product Liability Act, or in cases of liability for damages resulting from injury to life, bodily harm or injury to health.
- 7.2 Any claims for damages on the part of the buyer to which the standard statutory period of limitation pursuant to § 195 of the German Civil Code (BGB) would apply, shall become statute-barred one year after the time the statutory period of limitation begins to run. This shall not apply to any liability based on intent or the Product Liability Act.

### § 8 Payment

Prices quoted are net prices. Statutory value added tax shall be charged separately. Unless otherwise agreed, the invoice total is payable within 14 days of the invoice date with a 2% discount or within 30 days net. Insofar as any bills of exchange are accepted in payment as agreed, they must be discountable. All associated costs and expenses shall be borne by the client. Payments by bills of exchange do not constitute an entitlement to a discount. In the case of default in payment, interest in the amount of 9 % above the respective base interest rate (§ 288 para. 2 BGB) shall be due subject to the assertion of further damages. Where payment is in arrears or where there are other indications that payment is at risk, Print-Pack may demand immediate payment for executed deliveries or the provision of securities. In the above case, Print-Pack shall be entitled to refuse further deliveries under current contracts until the amounts due have been settled and furthermore to demand payment prior to delivery. Offsetting against claims made by Print-Pack is only possible in the case of undisputed or legally established claims.

### § 9 Reservation of proprietary rights

- 9.1 The delivered goods remain the property of Print-Pack as reserved goods until all of Print-Pack's claims against the ordering party resulting from the entire business relationship have been fulfilled. The ordering party shall be entitled to dispose of the delivered goods within the scope of ordinary business transactions, specifically to process and sell them. The pledging or transfer of ownership by way of security is not permitted.
- 9.2 As security for Print-Pack's claims, the ordering party hereby assigns to Print-Pack the claims to which it is entitled against third parties from the resale of the goods subject to retention of title. If the goods subject to retention of title are sold together with goods that are not the property of Print-Pack, the above assignment extends to the sum corresponding to the invoice value of the goods subject to retention of title.
- 9.3 The ordering party shall be revocably authorised to recover claims assigned to Print-Pack. This authority to recover claims may be revoked by Print-Pack, specifically if the ordering party is in arrears with payments to Print-Pack or if an application is made to commence insolvency proceedings against the ordering party's assets. If Print-Pack revokes the authorisation to recover debts, the ordering party shall be obliged to provide Print-Pack with all information and documentation necessary to recover the assigned debts. Additionally, the buyer shall immediately inform the debtor of the assignment.
- 9.4 Should the goods subject to retention of title be processed, mixed or combined with other goods not owned by Print-Pack, Print-Pack acquires co-ownership at the ratio of the invoice value of the goods subject to retention of title to the value of the other goods at the time of processing, mixing or combining.
- 9.5 The ordering party shall be obliged to inform third parties of any seizure or other access to the reserved property and to inform Print-Pack immediately.
- 9.6 Where the value of the claims assigned pursuant to item 2 exceeds the value of Print-Pack's claims against the ordering party by more than 20 %, the ordering party may request the release of the securities exceeding this amount at Print-Pack's discretion.

### § 10 Industrial property rights and copyrights

It is the responsibility of the ordering party to observe industrial property rights and copyrights of third parties. Should the goods covered by the contract infringe the industrial property rights or copyrights of third parties or should third parties assert claims against Print-Pack in this respect, the customer undertakes to indemnify Print-Pack against such claims.

### § 11 Place of performance, place of jurisdiction, applicable law, validity

- 11.1 The place of performance and exclusive place of jurisdiction is Illingen.
- 11.2 This contract shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 11.3 The invalidity of individual provisions contained in these Terms and Conditions shall not affect the validity of the remainder of the contract.

The ordering party takes note of the fact that Print-Pack stores data from the contractual relationship in accordance with Art. 6 (1) GDPR for the purpose of data processing and reserves the right to transfer the data to third parties (e.g. insurance companies) insofar as this is necessary for performing the contract.