

## General Conditions of Business, Payment and Delivery

### I. Area of validity

These General Conditions of Business, Payment and Delivery (AGB) are valid for all business relationships with companies (§ 14 German Civil Code (BGB)), any legal person governed by public law or public law special fund. Corresponding orders will be carried out exclusively on the basis of the following conditions and other conditions will not become contents of the contract, even if we do not contradict them expressly. Individual contract agreements will have precedence before this AGB.

### II. Prices, conclusion of contract

1. The prices named in the contractor's offer are valid on the proviso that the order data on which the offer was submitted remain unchanged and for a maximum period of four weeks following the date of receipt of the offer by the client. The contractor's prices do not include VAT. The contractor's prices are valid ex works. They do not include packaging, freight, postage, insurance and other shipping costs.
2. Subsequent modifications to the contractual performance at the instigation of client, including any machine stoppage this causes, will be charged to the client. Repeated print proofs that are demanded by the client on the grounds of slight but not objectionable discrepancies for the proposal are also considered subsequent modifications.
3. Insofar as sketches, drafts, sample typesetting, sample prints, proofs, changes to delivered / transferred data and similar preliminary work that is not the subject of the order is initiated by the client, these will be charged separately.
4. Where orders are delivered to third persons the purchaser is considered to be the client where no other express agreement was reached.

### III. Payment

1. Payment must be made without any deductions. Any discount agreement does not apply to freight, postage, insurance or other shipping costs. The due date conforms to the statutory regulations.
2. The client may only offset claims or enforce a right of retention if claims are undisputed or have been legally established. This is not valid for any claims by the client focusing on costs for production or defect resolution costs.
3. If it becomes apparent after conclusion of the contract that the fulfilment of the payment claim is endangered by a lack of capacity on the part of the client, then the contractor may refuse performance. The right to refuse performance is no longer given if it effects counter-performance or if security is furnished. § 321 II BGB remains unaffected. The contractor may also refuse performance if the contractor has a due claim on the client based on the same legal relationship until the owed performance is affected. § 273 III BGB remains unaffected.
4. If the client fails to pay within 14 days of delivery of the goods the price including costs in accordance with item II ("Prices, conclusion of contract) then the client is in default even if no reminder is sent. In the event of default of payment default interest must be paid at 9 percentage points above the base interest rate. This does not preclude assertion of further claims. In the event of default of payment the contractor is also entitled to payment of a fixed fee of 40 Euros. This fixed rate must be added to compensation owed if the damage is based on legal costs.

### IV. Delivery

1. The delivery period is agreed individually at the conclusion of contract at the latest. If this is not executed then the statutory regulations are valid.
2. The contractor is only entitled to make partial deliveries where this is reasonable taking into account the principles of good faith in accordance with § 242 BGB. This could be the case, in particular if
  - Partial deliveries can be used by the client within the framework of the intended contractual purpose and
  - Delivery of the remaining, ordered goods remains assured.

The rights / claims to which the client is entitled on the basis of any breach of duty for which the contractor is responsible remain unaffected.

3. If the goods are to be shipped, then the risk of accidental loss and accidental deterioration of the goods is transferred to the contractor as soon as the shipment is transferred to the person who is executing the transport.
4. If the contractor refuses performance, then the client may only withdraw under the prerequisites of § 323 BGB if the contractor is responsible for the delay. Paragraph 5 remains unaffected. No change in the burden of proof is associated with the regulation.
5. Temporary operational disruptions for which the contractor is not responsible – both at the contractor's facility and in the facility of one of the suppliers – in particular strikes, lock-outs and cases of force majeure, only entitle the client to withdraw from the contract if it is not objectively reasonable for the client to continue adhere to the contract, otherwise the delivery period is extended by the duration of the delay caused by the disruption. Contractor liability is ruled out in the event.
6. The contractor is entitled to retain printed or stamped submissions, manuscripts, raw materials and other objects delivered by the client in accordance with § 369 of the Commercial Code (HGB) until complete fulfilment of all claims resulting from the business relationship.
7. For orders as part of which a previously determined total order quantity is to be delivered that is called up or paid in instalments by the client (call order), then the client is obliged to accept the entire order quantity upon which the call order is based within 12 months of conclusion of the contract. The call obligation of the client is a main obligation. If the total order quantity is not called up within the acceptance period then the contractor is entitled, according to the contractor's choice, to either

- Deliver the remaining quantity and demand the outstanding portion of the purchase price,
- Store the remaining quantity at the cost of the client
- Set the client a reasonable deadline to call up the remaining quantity and withdraw from the contract in accordance with § 323 BGB if the time expires without results.

Further contractor rights, such as the right to compensation, remain unaffected.

### V. Retention of title

1. The delivered goods remain the property of the contractor until full payment is made by the client of all existing claims at the invoice date. These goods may not be pledged to third parties or assigned as security before full payment. The client must inform the contractor immediately in writing if and in so far as third parties have access to the goods belonging to the contractor.

2. The client is only entitled to resell in orderly business. The client hereby assigns his claims from the resale to the contractor. The contractor hereby accepts the assignment.
3. If the realisable value of the securities exceeds the claims of the contractor by more than 10 %, then the contractor must release securities of his own choice at the demand of the client.
4. If the goods that are delivered by the contractor and for which the contractor has the title is processed or re-shaped, then the contractor must be considered a manufacturer in accordance with § 950 BGB and retains ownership of its products at each point of processing. If third parties are involved in the processing or re-shaping, then the contractor's ownership share is limited to the invoice value (final invoice amount including VAT) of the reserved goods. The property thus purchased is considered reserved property.

### VI. Complaints / warranties

1. The client must always check immediately that the goods and any preliminary and intermediate products sent for correction correspond to the contract. The risk of any defects is transferred to the client upon declaration of readiness to print or produce where there are no defects that only occur or can only be discovered during the production process that takes place following the declaration of readiness to print or produce. The same is valid for any declarations of release by the client.
2. Obvious defects must be notified in writing within a period of one week from receipt of the goods, hidden defects within a period of one week from discovery; otherwise assertion of a warranty claim will be barred.
3. In the event of justified complaint, the contractor is obliged and entitled to rectification or replacement delivery at his own choice. If the contractor fails to fulfil this obligation within a reasonable period or if the supplementary performance fails, then the client can demand reduced remuneration (reduction) or withdrawal from the contract (withdrawal).
4. Defects in part of the delivered goods do not entitle to rejection of the entire delivery except where the defect-free section of the delivery is of no interest to the client.
5. In the case of colour reproductions in all manufacturing procedures normal colour discrepancies from the original cannot be rejected. The same is valid for comparisons between other samples (e.g. digital proofs, proofs) and the final product.
6. Deliveries (particularly data carriers, transferred data) by the client or by a third party engaged by the client are not subject to contractor inspection obligations. This is not valid for the technical suitability of deliveries for the orderly fulfilment of the order if the lack of suitability should be recognised by a contractor acting with due care. In the case of data transfer the client must use protection programmes that correspond to the latest technical possibilities.
7. Additional or short delivery of up to 10% of the ordered run cannot be rejected. The delivered quantity will be invoiced. The percentage increases to 20% for deliveries using specially produced paper under 1,000 kg and to 15% for production of under 2,000 kg.

### VII. Liability

1. The contractor is liable
  - For culpable damage to life, limb or health and
  - For other damage that is caused intentionally or through gross negligence, even if the infringement of duty is based on corresponding culpable behaviour of a legal representative or fulfilment assistant.
2. The contractor is also liable for even a minor negligent breach of important contractual duties, also if undertaken by a legal representative or fulfilment assistant. Important contractual duties are those for which fulfilment enables the orderly execution of the contract, for which infringement endangers achievement of the contract purpose and upon the fulfilment of which the client can rely. Liability of the contractor in accordance with sentence 1 is limited to foreseeable, typical damage in cases of minor negligence.
3. In the end the contractor is liable for
  - Fraudulently concealed defects and assumed guarantee for the condition of the goods and
  - Claims based on the product liability law.
4. Otherwise contractor liability is ruled out.

### VIII. Statute of limitations

Defect claims by the client become time-barred with the exception of the compensation claims named in item VII. 1. and those based on the product liability law within one year beginning at delivery of the goods. This is not valid if the contractor has fraudulently concealed the defect or if the contractor has assumed a guarantee for the condition of the object.

### IX. Commercial custom

The commercial customs of the printing industry in commercial dealings (e.g. no obligation to issue intermediate products such as data, lithos or printing plates that are produced for the manufacture of the final product owed) are valid if no discrepant order was agreed.

### X. Archiving

The products, materials and data to which the client is entitled will only be archived by the contractor following express agreement and in exchange for special remuneration beyond the date of transfer of the final product to the client or the client's fulfilment assistant. Any insurance must be organised by the client if there is no agreement.

### XI. Periodic work

Contracts for periodically recurring work can be cancelled within 3 months' notice.

### XII. Third party rights

The client gives assurance that the rights of third parties, e.g. copyrights, trademarks or rights of personality, are not infringed by his order specifications, particularly by his submissions. The client thus completely releases the contractor from any third party claims, including defence or legal costs, except if the client can prove that he is not culpable and he attended to all his duties of care and examination.

### XIII. Place of fulfilment, court of jurisdiction, applicable law

The place of fulfilment and the court of jurisdiction are the headquarters of the contractor for all disputes resulting from the contractual relationship if the client is a merchant, legal person governed by public law or public law special fund or has no general court of jurisdiction in the country. German law is applicable to the contract relationship. The UN purchasing law is excluded.