

General Delivery and Payment Terms

Status: 01/12/2020

1. Scope of Validity

1. colordruck Baiersbronn shall perform deliveries and services for companies, legal entities under public law and special funds under public law (hereinafter referred to as "Customers") on the exclusive basis of the following General Terms and Conditions Amendments and additions are required in writing. Any terms and conditions from the Customer shall not apply, unless we have expressly approved their validity in writing. This also applies for clauses in the terms and conditions of the Customer which do not contradict our provisions. Our General Terms and Conditions also exclusively apply in the event that we execute the Customer's delivery without reservation in full knowledge of deviating clauses from Customer.

2. These General Terms and Conditions shall also apply for further orders without particular reference needing to be made to them again.

2. Offers, Conclusion of Contract, Prices

1. All offers are non-binding unless they are expressly identified as binding. A contract shall only be concluded with our written or electronic order confirmation, or through delivery of the goods to the Customers.

2. For offers identified as binding, a contract shall be concluded when the offer is accepted by the Customer within a deadline of two weeks from the date of the offer. Once this deadline has expired, colordruck Baiersbronn shall no longer be bound by the offer. By ordering the goods, the Customer makes a binding offer. We are entitled to accept this offer within two weeks of receipt.

3. The prices from colordruck Baiersbronn are exclusive of the statutory value-added tax. They apply ex works and thus do not include the costs of packaging, freight, postage and insurance as well as shipping costs.

4. colordruck Baiersbronn is entitled to implement a reasonable adjustment of the contractual prices in line with increased labour and material costs, and also in the event of price increases from its suppliers, if the goods are to be delivered more than four months after the conclusion of the contract and the cost increases have occurred after the conclusion of the contract.

5. Costs which arise to colordruck Baiersbronn through the composition of the offer, e.g. costs of production, technical services, drafts and corrections, must be borne by the Customer in the event that no order is placed.

6. All prices are quoted ex works. Transport and packaging costs shall be invoiced separately. If the Parties have agreed FOB prices, these shall not include harbour and customs dues

3. Intellectual Property, Industrial Property Rights, Ownership of Working Materials

1. The intellectual property and/or industrial property rights to designs, templates, sketches, samples, films, lithographs, blocks, punches, dies, negatives, plates, printing rollers, printing plates, moulding devices, digital data, printing cylinders etc. (hereinafter: "working materials") shall belong exclusively to us. The Customer may not use these working materials without a prior, express written agreement in which appropriate remuneration for their use is established.

2. The Customer must ensure that the goods produced by colordruck Baiersbronn with his working materials or according to other provisions or instructions do infringe upon the intellectual property or industrial property rights of third parties. This applies in particular to rights - including reproduction and copyrights - in connection with printing templates, designs and finished samples with materials, text,

trademarks, and designs and construction for the opening and closing of folding cartons, if they have been specified by the Customer. The Customer hereby undertakes to indemnify us at the first request from claims asserted against us by third parties due to an apparent or actual breach of their intellectual property and/or industrial property rights, insofar as we have produced the goods with his working materials or according to other provisions or instructions.

3. Working materials which are necessary for the production of the goods and which have been produced by us shall remain our property even if the Customer has contributed financially to the production costs. There is no obligation to release.

4. We shall only store working materials provided by the Customer at the risk of said Customer. We shall only be liable for the same care as in our own affairs. We shall insure the materials only at the express wish of the Customer and at their cost. If the Customer has not demanded the return of these working materials within a year of their last use by us, we shall be entitled to destroy them after prior, futile notification of the Customer.

4. Delivery, Transfer of risk

1. Partial deliveries are permitted and oblige the Customer to pay a proportional share of the remuneration, unless the receipt of the partial delivery would be unreasonable. Any partial delivery shall be considered a separate order within the meaning of these conditions.

2. colordruck Baiersbronn is principally entitled to deliver up to 10% in excess or below the contracted quantity due to production. For a delivery scope of under 500kg or where there is particularly complex execution, higher tolerances of up to a maximum of 20% are permitted unless there are any agreements to the contrary. The actual scope of delivery must be settled.

3. Deliveries shall take place ex works at the cost of the Customer. The risk for the goods shall transfer to the Customer with the notification of readiness for dispatch, but at the latest when they have left the manufacturing facilities. This shall also apply for partial deliveries and if colordruck Baiersbronn has assumed responsibility for the shipping costs or the delivery and installation of the goods.

4. The conclusion of transport or other insurance shall only take place at the express request and cost of the Customer.

5. In the event of a delay in acceptance, the Customer shall bear the storage costs occurring to colordruck Baiersbronn as well as any other damages. This shall amount to 0.5% of the net order amount of the non-accepted goods for every full week of delayed delivery, but in total shall not exceed 5 % of the net order amount. The Customer reserves the right to prove lower storage costs and colordruck Baiersbronn reserves the right to prove higher ones.

6. If, after disclosure of the readiness for dispatch, the finished goods are not retrieved or are not delivered for reasons which were not the fault of colordruck Baiersbronn, the Customer's claims for losses in quality due to the storage duration are excluded.

5. Delivery Periods and Deadlines

1. The delivery periods given by colordruck Baiersbronn are subject to change and are only approximate, unless fixed dates have been expressly agreed in individual contracts. These are only authoritative if colordruck Baiersbronn has received all documents, permissions, releases and agreed payments, which are necessary for the execution of the order, in good time from the Customer.

2. The delivery time shall begin at the earliest with the receipt of the order confirmation by the Customer. Agreed delivery dates shall be deemed to have been met when the object to be delivered has left the manufacturing facility or notification of readiness for dispatch has been provided. Delivery dates shall be working days.

3. If after the conclusion of the contract the Customer requests changes to the order which affect the manufacturing duration, any delivery periods must be re-agreed; in case of doubt the delivery period must be extended accordingly. The same shall apply if the Customer does not comply with his cooperation obligations.

4. In cases of force majeure or other circumstances which are not the fault of colordruck Baiersbronn (e.g. official measures, strike, lockouts, operational disruptions, material procurement problems, transport disruptions etc., and if these occur to suppliers) the delivery periods- even those which have been confirmed- shall be extended appropriately. This shall also apply if such circumstances arise during a pre-existing delay. If a delivery would be impossible or unreasonable for colordruck Baiersbronn due to such circumstances, colordruck Baiersbronn shall be freed from the service obligation. Where delays to delivery last longer than three weeks, colordruck Baiersbronn and the Customer shall be entitled to withdraw from the part of the contract which has not yet been fulfilled.

6. Payment, Off-Setting, Assignment

1. Payments must be made within 30 days of receipt of the invoice without a deduction, unless anything to the contrary is agreed. If the Customer does not pay the invoice sum within 30 days of receipt of the invoice or by the agreed payment date, he shall be in default without a particular warning. In the case of default by the Customer, we shall be entitled to requested default interest in the legally permitted amount, but at least 12% p.a. The assertion of further default damages shall remain unaffected.

2. If the fulfilment of the payment claims is risked due to deteriorated financial circumstances on the part of the Customer which have occurred or become known after the conclusion the contract - that is the case, for example, in the presence of insolvency proceedings or a bill or cheque protest - then colordruck Baiersbronn shall have the right to deliver by cash on delivery, to request payment in advance, to retain goods which have not yet been delivered, to stop work on current orders and to withdraw from contracts which have already been concluded with the Customer, provided he does not make an advance payment or provide another security. The assertion of further claims, in particular in the event of default, is reserved.

3. The Customer shall only be entitled to a retention right or off-setting in the case of claims which are undisputed, legally established or recognised by us.

4. The assignment of claims from the Customer arising from the business relationship is excluded without our express written consent. § 354 a of the Code of Commercial Law (HGB) remains unaffected.

7. Quality of the Goods

1. A specific quality of the goods delivered by colordruck Baiersbronn is only owed if we have expressly agreed to specific characteristics in writing. The suitability of packaging material for direct contact with food is not assured unless the contract states otherwise. In the case of damage to the goods or the package resulting from direct contact, we shall not be liable without an express written agreement.

2. Goods shall conform to the agreement with regards to printing and processing if the printed result and processing quality are within the tolerance range accepted by the state of the technology.

3. The Customer is aware that when processing the goods after a long storage period, this may lead to external damage such as damage to the groove edges and changes in colour, and technical disadvantages such as deteriorated running properties, adhesion, colourfastness and flatness. If the Customer requests an overrun of the originally agreed retrieval or delivery time by more than 6 months, he shall accept such ageing as a state according to the contract

8. Warranty, Liability, Compensation, Notice of Defects

1. The delivered goods must be inspected by the Customer immediately, usually within 3 working days of receipt, for completeness and any defects. All defects must be disclosed immediately to colordruck Baiersbronn in writing. If the Customer fails to comply with this obligation, the goods shall be considered to be approved, unless there is a fault that could not be detected during the inspection.
2. Recognisable shortages or surpluses in quantity and any damage to the goods which can be seen externally must be noted on the receipt of delivery. If the Customer fails to comply with this obligation, the goods shall be considered to be approved.
3. The Customer is obliged to ensure that the goods are suited to the intended use of the Party. We must be informed immediately of any points of complaint which are established in these inspections. If the Customer fails to comply with this obligation, the goods shall be considered to be approved.
4. The Customer is obliged to report hidden defects immediately after their discovery, usually within 3 working days. If the Customer fails to comply with this obligation, the goods shall be considered to be approved.
5. Complaints which are asserted against third parties such as agents or carriers shall not represent a notification of defects or complaint against us which complies with formal and time requirements.
6. Defect claims shall exist not exist in the event of only insignificant deviations from the agreed quality or in the case of only insignificant impairment to usability.
7. Defect claims from the Customer assume that he can prove the existence of the cause of the defect at the time of the transfer of risk.
8. We shall not be liable for defects resulting from improper storage and/or processing of the goods whilst in the care of the Customer.
9. We shall not be liable for defects based on the materials from the Customer which we had to use (e.g. cardboard, adhesives, paints, varnishes or printing plates). The same shall apply for defects which are based on the Customer instructing us to use specific services from third parties. In this case, the Customer must ensure that his instructions do not harm the suitability of the goods for their intended use, unless the unsuitability of the prescribed materials or services was known to us and we did not disclose this to the Customer.
10. Any declarations of conformity, agreements regarding quality or specifications shall not be interpreted as warranties and shall not establish any no-fault liability. In particular, they shall not release the Customer from his obligation to determine - by conducting the appropriate analyses - the suitability of the goods for the specific packages before processing.
11. If a legitimate complaint has been submitted in due time, we are entitled, at our discretion, to take back the defective goods and replace them with merchandise in conformity with the contract or to subsequently repair the delivered goods, provided that such a repair is possible and reasonable for the Customer.
12. If neither a subsequent repair or replacement delivery is carried out within a reasonable period, the Customer is entitled, at his discretion, to withdraw from the contract or to request a reduction of the purchase price.
13. Our liability for compensation claims, no matter on what legal grounds, (including tortious claims), is in line with legal guidelines to the extent that the damage was caused through intent or gross negligence by us, our representatives or agents. A liability for simple negligence is excluded if no culpable breach of a significant contractual obligation is present or if we have assumed a guarantee or a procurement risk. The liability limitation shall not apply in the event of injury to the life, limb or health of a person. Liability according to the provisions of the Product Liability Act remains equally unaffected.

14. Compensation claims shall be limited to foreseeable damages that are typical of such a contract. This shall not apply to claims which are based on intent or gross negligence by us, our legal representatives or agents. The limitation shall not apply to liability for claims due to injury to the life, limb or health of a person and in cases of liability according to the provisions of the Product Liability Act.

15. Claims for consequential damage shall only be possible if we have been placed into default.

16. If the goods are disputed by the Customer or by one or several third parties, we must be informed immediately. This shall also apply to cases of internal blocking, recall actions or public warnings related to the goods we have supplied.

9. Statute of Limitations

1. All warranty claims from the Customer due to defects in the delivered goods (including compensation claims) shall expire in the cases according to § 438 (1) No. 3 of the German Civil Code (BGB) within a deadline of one year. The deadline shall begin with the delivery of the goods.

2. Claims from the Customer for compensation due to a breach of an obligation, which are not due to defects of the delivered goods (§ 280 BGB), shall expire within a deadline of one year.

3. The limitation regulations under sections 1 and 2 shall not apply for the cases of corporate regress (§ 478, 479 BGB) as well as for compensation claims from an injury to the life, limb or health of a person. Furthermore, they shall not apply to cases in which there is intent or gross negligence from us, our legal representatives or agents.

10. Retention of Title

1. The delivered goods shall remain the property of colordruck Baiersbronn as reserved goods until the fulfilment of all existing and future claims. This provision shall apply if individual or all claims have been incorporated into a current account and the account balance has been cleared and acknowledged.

2. If reserved goods are reworked into a new moveable item by the Customer or a third party, this reworking shall take place for us without an obligation arising for us from this. The new item shall be come our property. If goods are reworked using items not belonging to colordruck Baiersbronn, colordruck Baiersbronn shall acquire co-ownership of the new item in proportion to the value of the reserved goods in relation to the other goods at the time of the reworking. If reserved goods are bound, mixed or blended with goods which have not been delivered by colordruck Baiersbronn according to §§ 947, 948 BGB, we shall become co-owners according to legal provisions. If the Customer acquires sole ownership through binding, mixing or blending, he shall transfer co-ownership to colordruck Baiersbronn in proportion to the value of the reserved goods to the other goods at the time of binding, mixing or blending. In this case, the item in our ownership or co-ownership shall also become part of the reserved goods within the meaning of the following conditions.

3. The Customer must store the reserved goods for free and sufficiently insure them at his own cost.

4. The Customer is entitled to re-sell or use the reserved goods within the ordinary course of business. However, this shall only apply to the extent that the claims assigned in advance are actually transferred to colordruck Baiersbronn. The Customer is not entitled to dispose of the reserved goods in any other way, in particular pledging or transfer by way of security. If the Customer defaults in payment, he shall only be entitled to re-sale if he instructs the purchaser to pay the purchase price directly to colordruck Baiersbronn.

5. The Customer hereby assigns all claims from re-sales of the reserved goods to colordruck Baiersbronn in advance. We accept this assignment. If the reserved goods are re-sold with other goods, regardless of whether this takes place without or after reworking, binding, mixing or blending, the

aforementioned agreed assignment in advance shall only apply in the amount of the invoice value for the reserved goods re-sold with the other goods.

6. The Customer shall remain authorised to collect the assigned claims. The authorisation from colordruck Baiersbronn to collect the claim itself shall remain unaffected. colordruck Baiersbronn shall not collect the claims itself, however, as long as the Customer complies with his payment obligations from the proceeds obtained, he has not defaulted and, in particular, no request for opening insolvency proceedings has been made or this has been declined due to lack of assets. Upon request, the Customer must inform colordruck Baiersbronn of the debtors of the assigned claims along with their addresses, and notify said debtors of the assignment. We are also entitled to notify the debtors of the assignment ourselves.

7. If we are entitled to withdraw from the contract due to a breach of duty, in particular a default in payment on the part of the Customer, the purchaser must return the delivered items under retention of title immediately to colordruck Baiersbronn after declaration of our withdrawal and a request for release. The Customer shall bear the costs of the return delivery.

8. The purchaser has to inform us of foreclosure measures by third parties relating to the reserved goods without delay and must hand over all necessary documentation, including a copy of the foreclosure protocol. The Customer must also send an affirmation in lieu of oath in which he declares to colordruck Baiersbronn that it is goods from colordruck Baiersbronn that are the goods which are subject to foreclosure measures. The costs of our intervention against the foreclosure measures shall be borne by the Customer if they are not reimbursed by third parties.

9. colordruck Baiersbronn undertakes to release the securities to which it is entitled at the request of the Customer insofar as the value of our securities exceeds the claims to be secured by more than 10%. The option of the securities to be released shall be incumbent upon colordruck Baiersbronn. When all our claims against the Customer have been paid, ownership of the reserved goods and the assigned claims shall transfer to the Customer.

11. Other

1. The place of fulfilment and jurisdiction shall be Baiersbronn.

2. German law shall apply. The rules of conflict of Private International Law and the UN Convention on Contracts for the International Sale of Goods (CISG) are hereby expressly excluded.