

GENERAL TERMS AND CONDITIONS

I. Validity

(1) The following General Terms and Conditions of Delivery and Payment of Silfox MB GmbH, Greven (hereinafter referred to as 'Supplier') shall apply exclusively to entrepreneurs, legal entities under public law and special funds under public law.

(2) All deliveries, services, offers and order confirmations of the Supplier shall be made exclusively on the basis of these General Terms and Conditions of Delivery. These are an integral part of all contracts that the Supplier concludes with its contractual partners (hereinafter also referred to as 'Customer'). They shall also apply to all future deliveries, services, offers or order confirmations to the Client, even if they are not separately agreed again.

(3) The terms and conditions of the Client or third parties shall not apply, even if the Supplier does not separately object to their validity in individual cases. Even if the supplier refers to a letter containing or referring to the terms and conditions of the client or a third party, this shall not constitute agreement with the validity of those terms and conditions.

II. Offer and conclusion of contract

(1) All offers of the Supplier are subject to change and non-binding, unless they are expressly labelled as binding or contain a specific acceptance period. If an order placed by the Customer qualifies as an offer, the contract, including these General Terms and Conditions of Delivery and Payment, shall be concluded by the Supplier's written order confirmation. If the order confirmation deviates from the order, this shall be deemed a binding offer by the Supplier.

(2) The legal relationship between the Supplier and the Customer shall be governed solely by the purchase contract concluded in writing, including these General Terms and Conditions of Delivery and Payment. This fully reflects all agreements between the contracting parties on the subject matter of the contract. Verbal promises made by the Supplier prior to the conclusion of this contract shall not be legally binding and verbal agreements between the contracting parties shall be replaced by the written contract, unless it is expressly stated in them that they shall continue to be binding.

(3) Information provided by the Supplier on the subject matter of the delivery or service (e.g. weights, dimensions, utility values, load capacities, tolerances and technical data) as well as the representations of the same (e.g. drawings and illustrations) are only approximate, unless the usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but descriptions or labelling of the delivery or service. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements are permissible insofar as they do not impair the usability for the contractually intended purpose.

(4) The Supplier reserves the right of ownership or copyright to all offers and cost estimates submitted by him as well as drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the Customer. The Customer may not make these items accessible to third parties, disclose them, use them itself or through third parties or reproduce them without the express consent of the Supplier. At the Supplier's request, the Customer shall return these items to the Supplier in full and destroy any copies made if they are no longer required by the Customer in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

II. prices and payment

(1) The prices apply to the scope of services and deliveries listed in the order confirmations. Additional or special services shall be invoiced separately. The prices are quoted in EURO ex works plus packaging, statutory VAT, freight, customs duties in the case of export deliveries as well as fees and other public charges.

(2) The Supplier reserves the right to change its prices accordingly if cost reductions or cost increases occur after the expiry of two months after conclusion of the contract, in particular due to collective labour agreements or changes in material prices. The Supplier shall provide evidence of such changes to the Customer upon request.

(3) Unless otherwise agreed, the purchase price shall be payable immediately upon receipt of the invoice. The invoice shall be issued on the date of delivery, partial delivery or provision. Cheques and bills of exchange, which the supplier reserves the right to accept, shall only be deemed payment after they have been honoured. Any interest and expenses shall be borne by the customer. If the Customer is in default of payment, the Supplier shall be entitled to assert the statutory rights arising therefrom.

(4) The Buyer shall only be entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been recognised by the Supplier. Furthermore, he is only authorised to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

(5) The Supplier shall be entitled to execute or render outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, it becomes aware of circumstances which are likely to significantly reduce the creditworthiness of the Customer and which jeopardise the payment of the Supplier's outstanding claims by the Customer from the respective contractual relationship (including from other individual orders to which the same framework agreement applies).

(6) The prices and delivery dates stated in the offers shall apply to the order data on which the offer was based. In the event of subsequent changes to the services at the instigation of the Customer, the Supplier shall adjust the prices and delivery dates.

IV. Sample material / materials provided / data exchange

(1) Sample material must be delivered in full and on time, with the quantity correctly labelled, with the appropriate processing allowance, free to the supplier's works and free from third-party rights. If this requirement is not met, the delivery time shall be extended accordingly. Except in cases of force majeure, the customer shall bear the additional costs incurred for interruptions in production for which he is responsible as well as storage of materials including customer materials and semi-finished products. By handing over the sample material - also from other suppliers - the client recognises its suitability for processing. The supplier shall not be liable for defects in the material supplied by the client and their consequences. The quality and quantity of the sample material shall not be checked. The measurements determined during the preliminary cut on the supplier's premises are binding for the quantities delivered.

(2) The Client is obliged to inform the Supplier of the type, nature and quality of the materials to be processed before the contract is concluded. The same shall apply if the material shows shrinkage, growth, discolouration, etc. If product innovations (equipment, new materials, new material compositions) with changed material behaviour are to be handled or processed by the supplier, the client must already point this out in the offer phase. If this is not done, the

supplier shall adjust the prices accordingly. Claims for defects are excluded in these cases if the changed material behaviour cannot be recognised in the production process.

(3) If the Supplier is unable to complete the order due to the lack of material to be supplied by the Customer, the Supplier shall be entitled to invoice all work already carried out in accordance with the order confirmation.

(4) Material, drafts, films, slides, lithographs and all other documents to be provided by the Client shall travel and be stored by the Supplier at the risk and peril of the Client. The Supplier warrants proper and appropriate storage of the Customer's material. The customer material is not insured by the supplier. The same shall also apply to damage and loss suffered by material delivered to the Supplier's subcontractors.

(5) Data delivered or transferred by the customer or by a third party engaged by the customer shall not be subject to any obligation to check on the part of the supplier. The obligation to back up data is the sole responsibility of the Client. The client assures that neither technical nor copyright copy protection exists and releases the supplier from all liability risks.

V. Delivery and delivery time

(1) Unless expressly agreed otherwise, deliveries shall be made ex works.

(2) Deadlines and dates for deliveries and services promised by the supplier are always only approximate, unless a fixed deadline or a fixed date has been expressly promised or agreed. If despatch has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.

(3) Delivery periods shall commence after receipt of the last material and all other documents, approvals and agreed advance payments required for the fulfilment of the order. If the Client fails to deliver the material on time, the Supplier shall no longer be bound by the delivery periods stated.

(4) The delivery period shall be interrupted for the duration of the inspection of colour samples, press proofs, finished samples, clichés, embossing stamps, stand sheets etc. by the Customer until approval has been given.

(5) The Supplier may - without prejudice to its rights arising from the Customer's default - demand from the Customer an extension of delivery and performance deadlines or a postponement of delivery and performance dates by the period in which the Customer fails to fulfil its contractual obligations towards the Supplier.

(6) The Supplier shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. disruptions of operations of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining necessary official permits, official measures or the failure of suppliers to deliver or to deliver correctly or on time, for which the supplier is not responsible. If such events make delivery or performance significantly more difficult or impossible for the Supplier and the hindrance is not only of a temporary nature, the Supplier shall be entitled to withdraw from the contract. In the event of hindrances of a temporary nature, the delivery or performance periods shall be extended or the delivery and performance dates shall be postponed by the period of the hindrance plus a reasonable start-up period. If the Customer cannot reasonably be expected to accept the delivery or

service as a result of the delay, it may withdraw from the contract by immediate written declaration to the Supplier.

(7) The Supplier shall be entitled to make partial deliveries and render partial services at any time, insofar as this is reasonable for the Customer.

(8) If the Supplier is in default with a delivery or service or if a delivery or service becomes impossible for whatever reason, the Supplier's liability shall be limited to damages in accordance with Section VIII. of these General Terms and Conditions of Delivery.

VI Place of fulfilment, dispatch, packaging, transfer of risk

(1) The place of fulfilment for all obligations arising from the contractual relationship is the Supplier's registered office, unless otherwise agreed.

(2) The type of dispatch and packaging shall be at the discretion of the supplier.

(3) The risk shall pass to the Customer at the latest when the delivery item is handed over (whereby the start of the loading process is decisive) to the forwarding agent, carrier or other third party designated to carry out the shipment. This shall also apply if partial deliveries are made or if the supplier has assumed other services (e.g. dispatch). If dispatch or handover is delayed due to a circumstance for which the Client is responsible, the risk shall pass to the Client from the day on which the delivery item is ready for dispatch and the Supplier notifies the Client of this.

(4) The consignment shall only be insured by the supplier against theft, breakage, transport, fire and water damage or other insurable risks at the express request of the customer and at the customer's expense.

VII Warranty

(1) The limitation period for claims for defects is one year from delivery. The period according to sentence 1 above shall not apply in cases of culpable breach of essential contractual obligations (obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the client regularly relies and may rely), gross negligence, intent, injury to life, limb or health, fraudulent concealment and in cases of recourse by the client on the basis of the provisions on the sale of consumer goods; in these cases, the statutory limitation periods shall apply.

(2) The delivered items must be carefully inspected immediately after delivery to the customer or to the third party designated by the customer. They shall be deemed approved if the Supplier has not received a written notice of defects with regard to obvious defects or other defects that were recognisable during an immediate, careful inspection within seven working days after delivery of the delivery item or otherwise within seven working days after discovery of the defect or any earlier point in time at which the defect was recognisable to the Client during normal use of the delivery item without closer inspection.

(3) In the case of colour reproductions in all printing processes, minor deviations from originals cannot be objected to. The same applies to the comparison between proofs and print runs. The supplier shall only be liable for lightfastness, variability or deviation of colours, as well as for the quality of gumming, varnishing, cellophane wrapping, etc. to the extent that defects in the materials were recognisable prior to their processing.

(4) In the event of material defects in the delivered items, the Supplier shall initially be obliged and entitled to rectify the defect or make a replacement delivery at its discretion

within a reasonable period of time. In the event of failure, i.e. the impossibility, unreasonableness, refusal or unreasonable delay of the repair or replacement delivery, the customer may, without prejudice to any claims for damages, withdraw from the contract or reduce the purchase price appropriately in accordance with the following Section VIII.

(5) The warranty shall not apply if the Client modifies the delivery item or has it modified by a third party without the Supplier's consent and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the customer shall bear the additional costs of remedying the defect resulting from the modification.

(6) Any delivery of used items agreed with the Client in individual cases shall be made to the exclusion of any warranty for material defects.

(7) The supplier shall always endeavour to deliver the full agreed quantity. However, excess or short deliveries of up to 10% do not justify a complaint. The quantity delivered shall be invoiced.

VIII. Liability for damages due to fault

(1) The Supplier's liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and unauthorised action, shall be limited in accordance with this Section VIII, insofar as fault is involved in each case.

(2) The Supplier shall not be liable in the event of simple negligence on the part of its executive bodies, legal representatives, employees or other vicarious agents, insofar as this does not involve a breach of material contractual obligations (cf. Section VII. 1).

(3) Insofar as the Supplier is liable for damages in accordance with Section VIII (2), this liability shall be limited to damages which the Supplier foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which it should have foreseen if it had exercised due care. Indirect damage and consequential damage resulting from defects in the delivery item are also only eligible for compensation if such damage is typically to be expected when the delivery item is used as intended.

(4) The above exclusions and limitations of liability shall apply to the same extent in favour of the supplier's executive bodies, legal representatives, employees and other vicarious agents.

(5) Insofar as the Supplier provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by the Supplier, this is done free of charge and to the exclusion of any liability.

(6) The limitations of this Section VIII shall not apply to the Supplier's liability for grossly negligent or intentional behaviour, for guaranteed characteristics, for injury to life, limb or health or under the Product Liability Act.

IX Retention of title, property rights

(1) The retention of title agreed below serves to secure all existing current and future claims of the Supplier against the Customer arising from the business relationship existing between the contracting parties (including balance claims from a current account relationship limited to this business relationship).

(2) The goods delivered by the Supplier to the Customer shall remain the property of the Supplier until all secured claims have been paid in full. The goods and the goods covered by

the retention of title which take their place in accordance with the following provisions are hereinafter referred to as reserved goods.

(3) Clichés, embossing plates, punches and the like shall remain the property of the Supplier.

(4) The Customer shall store the reserved goods free of charge for the Supplier.

(5) The Client is obliged to treat the reserved goods with care; in particular, it is obliged to insure them against fire, water damage and theft at its own expense.

(6) The client shall be entitled to process and sell the goods subject to retention of title in the ordinary course of business until the realisation event (Section IX (11)) occurs. Pledges and transfers by way of security are not permitted.

(7) If the reserved goods are processed by the customer, it is agreed that the processing is carried out in the name and for the account of the supplier as manufacturer and that the supplier directly acquires ownership or - if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the reserved goods - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the reserved goods to the value of the newly created item. In the event that no such acquisition of ownership should occur for the supplier, the customer hereby transfers his future ownership or - in the above-mentioned ratio - co-ownership of the newly created item to the supplier as security. If the reserved goods are combined or inseparably mixed with other items to form a uniform item and if one of the other items is to be regarded as the main item, the Supplier shall transfer to the Customer the co-ownership of the uniform item in the proportion specified in sentence 1, insofar as the main item belongs to the Supplier.

(8) In the event of the resale of the goods subject to retention of title, the customer hereby assigns to the supplier by way of security the resulting claim against the purchaser - in the case of co-ownership of the supplier in the goods subject to retention of title in proportion to the co-ownership share. The same applies to other claims that take the place of the reserved goods or otherwise arise with regard to the reserved goods, such as insurance claims or claims arising from unauthorised action in the event of loss and destruction. The supplier revocably authorises the customer to collect the claims assigned to the supplier in his own name. The supplier may only revoke this direct debit authorisation in the event of realisation.

(9) If third parties seize the goods subject to retention of title, in particular by attachment, the Customer shall immediately inform them of the Supplier's ownership and inform the Supplier thereof in order to enable the Supplier to enforce its ownership rights. If the third party is not in a position to reimburse the Supplier for the judicial or extrajudicial costs incurred in this connection, the Customer shall be liable to the Supplier for such costs.

(10) At the Customer's request, the Supplier shall be obliged to release securities of the Supplier's choice if their realisable value exceeds 10% of the Supplier's claims to be secured.

(11) If the Supplier withdraws from the contract in the event of a breach of contract by the Customer - in particular in the event of default in payment - (realisation event), the Supplier shall be entitled to demand the return of the reserved goods.

X. Copyright

The client is solely responsible for checking the right to reproduce all print and colour templates.

XI. Use of references

The supplier has the right to use the contractual services and deliveries and their designs for the client as a reference for self-promotion, provided the client's name is mentioned. This also applies to self-promotion on the Internet, in particular on the Supplier's homepage.

XII. Place of jurisdiction, applicable law, severability clause

(1) The place of jurisdiction for any disputes arising from the business relationship between the Supplier and the Customer, insofar as the Customer is a merchant, a legal entity under public law or a special fund under public law, shall be, at the Supplier's discretion, the Supplier's registered office or the Customer's registered office. In such cases, the place of business of the Supplier shall be the exclusive place of jurisdiction for legal action against the Supplier. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

(2) The relations between the Supplier and the Customer shall be governed exclusively by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.

(3) Should individual provisions of these General Terms and Conditions of Delivery and Payment be void or invalid, this shall not affect the validity of the remaining provisions.

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