

GENERAL BUSINESS TERMS FOR THE SALE AND DELIVERY

(Issue: June 2019)

I. General, Scope of Application

1. These General Terms and Conditions of Sale and Delivery apply to all our business relations with our customers. The General Terms and Conditions of Sale and Delivery shall only apply if the customer is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.
2. These General Terms and Conditions of Sale and Delivery apply to all legal transactions of the aforementioned companies as suppliers.
3. The General Terms and Conditions of Sale and Delivery in the version valid at the time of the customer's order or at any rate in the version most recently communicated to him in text form shall also apply as a framework agreement to future contracts with the same customer without our having to refer to them again in each individual case; in this case we shall inform the customer immediately of any changes to our General Terms and Conditions of Sale and Delivery.
4. Our General Terms and Conditions of Sale and Delivery shall apply exclusively; any terms and conditions of the customer which conflict with, supplement or deviate from our terms and conditions of sale and delivery, in particular terms and conditions of purchase, shall not be recognized and shall not be part of the contract unless their validity is expressly agreed to in writing. Deviating conditions of the customer are hereby expressly contradicted. Our terms and conditions of sale and delivery shall also apply if we carry out delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our terms and conditions of sale and delivery.
5. Individual agreements made with the customer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these Terms and Conditions of Sale and Delivery. The content of such agreements shall be governed by a written contract or our written confirmation.
6. Legally relevant declarations and notifications to be made to us by the customer after conclusion of the contract (e.g. setting of deadlines, notification of defects, declaration of withdrawal or reduction) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Legal formal requirements and further evidence, in particular in the event of doubt as to the legitimacy of the declarant, shall remain unaffected.
7. References to the validity of legal regulations have only clarifying meaning. Even without such clarification, the statutory provisions shall therefore apply insofar as they are not directly amended or expressly excluded in these Terms and Conditions of Sale and Delivery.

II. Offer and order placement

1. Our offers are subject to confirmation and non-binding, unless they are designated as binding offers. Quantity or size specifications are, unless expressly designated as binding, non-binding approximate values.
2. The order of the goods by the customer is regarded as a binding contractual offer. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer within 10 days of its receipt by us.
3. Orders shall only become binding after we have confirmed them in writing. If the customer does not disagree within 7 days after receipt of the order confirmation, the contract will be concluded according to the conditions stated therein.

III. Place of Fulfillment, Delivery, Acceptance, Default of Acceptance

1. Delivery shall be ex works unless otherwise expressly stated in the order confirmation, Place of fulfillment for the delivery and any subsequent performance is the works, unless otherwise specified in the order confirmation.
2. At the customer's request and expense, the goods will be shipped to another destination (sales shipment). Unless otherwise agreed, we shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) by ourselves. In particular, we may commission a consignor usually selected by us for our shipping transactions at the usual terms and conditions agreed with such consignor.
3. At the written request of the customer, the goods shall be insured at his expense against risks to be specified by him.
4. The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest when the goods are handed over. In the case of sales shipment, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the customer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. For the rest, the statutory provisions of the law governing contracts for work and services shall also apply mutatis mutandis to an agreed acceptance. Delivery or acceptance shall be considered to have been carried out if the customer is in default of acceptance.
5. If the customer is in default of acceptance, if he fails to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). In such cases we shall be entitled to store the goods at the customer's expense. If we store the goods ourselves, we shall be entitled to flat-rate storage costs in the amount of 0.5% of the invoice amount of the stored goods per commenced calendar week, but no more than 5% of the invoice amount. We reserve the right to assert higher storage costs against proof and our statutory claims; however, the flat rate shall be set off against further monetary claims. However, the customer reserves the right to prove lower or no damages as a result of his default of acceptance.

IV. Delivery time, Part deliveries

1. Delivery time information are non-binding (in particular, they do not constitute debtor's default if exceeded) unless a specific delivery date is expressly agreed in writing as binding. A binding delivery period shall be deemed to have been observed if, until the end of the delivery period:
 - in the event of pick-up by the customer, the goods are held ready for pick-up by the customer at the place of performance; or
 - in the case of shipment of the goods to a place other than the place of performance, the goods have been handed over to a transport person and have left our works/warehouse.
2. Bindingly agreed delivery periods shall commence upon receipt of all documents required for the execution of the order, the down payment and the timely provision of materials, insofar as these have been agreed.
3. Events of force majeure as well as other events not foreseeable at the time of the conclusion of the contract for which we are not responsible and which make the timely execution of accepted orders impossible shall release us from the accepted delivery and service obligation for the duration of their existence. This applies in particular to energy and raw material shortages, industrial disputes, official decrees, traffic or operational disruptions or if subcontractors do not supply us, do not supply us on time or do not supply us properly due to events of force majeure or for the other aforementioned reasons. This shall also apply if the aforementioned hindrances occur during a delay or at a subcontractor. We must inform the customer immediately of any delays in delivery.
 - a. Insofar as such events make the delivery or service for us considerably more difficult or impossible and the hindrance is not only of a temporary nature, we shall be entitled to withdraw from the contract.
 - b. In case of hindrances of only temporary duration, the delivery or service periods shall be extended or the delivery or service dates shall be postponed by the period of the hindrance plus an appropriate start-up period.
 - c. If such a disruption lasts longer than three months, the customer shall be entitled to withdraw from the contract in accordance with the statutory provisions. If, however, the customer cannot reasonably be expected to accept the delivery or service as a result of the delay, he may withdraw from the contract by immediate written declaration to us beforehand.
 - d. If the customer has agreed a contract with us (if applicable also a framework contract) with a term of at least three years, the customer may only withdraw from the contract after a period of disruption of one year in accordance with the statutory provisions. We will try to keep the customer's impairments as low as possible, if necessary by handing over the moulds for the duration of the hindrance.
4. Deliveries which take place before the delivery time stated in our order confirmation are allowed, provided that there is no recognizable interest of the customer to the contrary.

5. We are entitled to make part deliveries insofar as these are reasonable for the customer. Part deliveries shall in particular be deemed reasonable if they can be used by the customer within the scope of the contractual purpose, if the delivery of the remaining goods is ensured and if the customer does not incur any considerable additional costs or expenses as a result thereof, unless we declare our willingness to bear these costs.
6. Due to industrial standards, for technical reasons there may be excess or short quantities during production, in particular if the customer has ordered printed articles and excess or short quantities arise during the printing process within the industrial standards. We therefore reserve the right, at our reasonable discretion, to subsequently adjust the delivery quantity of an order with regard to deviations required for these reasons. This right exists only within a framework of excess or short quantities up to a maximum of 10% of the order quantity of an individual order. If a framework agreement exists between the customer and us which is filled out by several successive individual orders for the same products, or if an individual order/single orders for the same products is/are successively placed without such a framework agreement, we shall also be obliged, at the customer's request, to compensate for any excess or shortfall in quantities when carrying out an individual order within deliveries for such subsequent orders to the extent possible and reasonable. In the event of any adjustment of the delivery quantities of an individual order, the price for this order shall also be adjusted accordingly so that the customer shall not have to pay more than actually delivered.
7. In the case of call-off orders, we are entitled, after expiry of the contractually agreed call-off period without call-off, to set the customer a reasonable period of grace for call-off and, after its fruitless expiry, to withdraw from the contract and/or demand damages for non-performance. Our statutory rights shall remain unaffected thereby.

V. Prices and terms of payment

1. In case of doubt, the prices are ex works excluding shipping, customs, import or export duties and packaging plus VAT at the statutory rate. Any customs duties, fees, taxes and other public charges shall be borne by the customer.
2. If the relevant cost factors change by more than 5% after submitting the offer or after order confirmation until delivery without this being foreseeable for us, in particular for material, energy or personnel, each party shall be entitled - and at the request of the other party also obliged - to demand a price adjustment. This adjustment shall be based on how the relevant cost factor changes the total price. If no agreement is reached within a period of one month, the respective price shall be determined at reasonable discretion (§§ 315, 316 of the German Civil Code (BGB)).
3. We are not bound to previous prices for new orders.
4. All payments are to be made in € (EURO). Payments shall only be deemed to have been made if they are made to the accounts specified in the respective invoices. Unless otherwise agreed, the purchase price for deliveries or other services shall be paid without deduction within 30 days of invoicing and delivery / acceptance of the goods. However, even within the framework of an ongoing business relationship, we are entitled at any time - unless otherwise agreed - to make a delivery in whole or in part

only against advance payment. We declare a corresponding reservation at the latest with the order confirmation. The provisions of V. 8. shall remain unaffected.

5. During the period of default, the customer shall pay interest on a monetary debt at a rate of 9 percentage points above the base interest rate in accordance with § 247 of the German Civil Code (BGB). We reserve the right to claim higher damages caused by default. Our claim against merchants to the commercial interest due for payment (§ 353 of the German Commercial Code (HGB)) remains unaffected.
6. Cheques or bills of exchange shall only be accepted upon express prior written agreement and only on account of performance. All costs associated with them shall be borne by the customer.
7. If one or more payment claims against the customer are not yet due, we can make them due immediately by unilateral declaration if we become aware of at least one of the following circumstances after conclusion of the contract:
 - The customer is repeatedly in default of payment with respect to us - if necessary also with claims from other contractual relationships - with a not only insignificant amount. An amount which amounts to at least 10% of the total of all our payment claims against the customer which are due and not yet fulfilled at the time of submission of the declaration of total due date is not only insignificant.
 - The customer has suspended his payments to us or third parties.
 - There is a legal reason for opening insolvency proceedings against the customer's assets.
 - The customer has applied for the opening of insolvency proceedings against his assets.
 - Insolvency proceedings have been opened against the assets of the customer.
 - Other circumstances arise which are likely to significantly reduce the creditworthiness of the customer.
8. Subject to the conditions of Clause V 7, we are also entitled to make all outstanding deliveries only against advance payment or provision of security and, if this is not provided by the customer within a reasonable period of time, to withdraw from the contract and claim damages for non-performance. The claim for damages is excluded if the customer is not responsible for not having paid in advance or provided security within the set time period. Other and further legal claims for damages are not affected by this.

VI. Set-off, Retention

Set-off against counterclaims of the customer or retention of payments due to such claims shall only be permissible if the counterclaims are undisputed, acknowledged or legally established or result from the same contract under which the relevant delivery was made.

VII. Packing

Pallets and containers together with accessories as well as other packaging shall be returned immediately in good condition and carriage paid to our works/delivery factory as indicated in the shipping documents.

VIII. Nominal condition, Consultations

1. If we make a sample available to the customer on request, the properties of the sample shall not be deemed to be guaranteed or warranted, unless otherwise expressly stipulated in the order confirmation. In any case, the customer shall be solely responsible for examining the sample and carrying out all necessary packaging and suitability tests. In the case of printed or lacquered packaging, exact adherence to the agreed colour tone cannot be guaranteed for technical reasons.
2. The customer is responsible for deciding on the use of the goods. Unless we have confirmed specific properties and suitability of the products, such as the suitability to come into contact with foodstuffs, this property/suitability shall not be deemed to be an agreed quality, but rather as technical application advice, even though it is given to the best of our knowledge. If a product is to be used for contact with food, the suitability of the material for the specific food must be checked in advance by the customer on his own responsibility.

IX. Warranty

1. If the goods delivered by us to the customer have not been manufactured by us ourselves, but have been purchased from our suppliers, we shall fulfil our warranty obligations primarily by assigning all warranty claims against our suppliers to the customer. This assignment is accepted by the customer.

If these claims are not met by our suppliers and in all other cases, we shall be liable for material defects if and to the extent that the statutory requirements are met or in accordance with the following provisions:

2. The customer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly or defective assembly instructions) shall be governed by the statutory provisions unless otherwise provided below. In all cases, the statutory special provisions shall remain unaffected upon final delivery of the goods to a consumer (§ 478 of the German Civil Code (BGB)).
3. If the condition of the goods has not been agreed, it shall be assessed according to the statutory provisions whether a defect exists or not.
4. Recycling raw materials are carefully selected by us. Regeneration plastics may nevertheless be subject to greater fluctuations in surface quality, colour, purity, odour and physical or chemical properties from batch to batch; this does not entitle the customer to notify us of defects. On request, however, we shall assign any claims against our suppliers to the customer; we shall not assume any warranty for the existence of such claims.
5. The customer's claims based on defects presuppose that he has fulfilled his statutory obligations to inspect and give notice of defects (§§ 377, 381 of the German Commercial Code (HGB)). If a defect becomes apparent during delivery, inspection or later, we must be notified of this immediately in writing. If the customer fails to properly

inspect the goods and/or to notify us of any defects, the delivered goods shall be deemed to have been approved.

6. If the delivered item is defective, we can first choose whether we provide subsequent performance by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery). Our right to refuse subsequent performance under the statutory conditions shall remain unaffected.
7. We shall be entitled to make the subsequent performance that is owed dependent on the customer paying the due purchase price. However, the customer shall be entitled to retain a reasonable part of the purchase price in proportion to the defect.
8. The customer must give us the time and opportunity required for the owed subsequent performance, in particular to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the customer shall return the defective item to us in accordance with the statutory provisions.
9. Subsequent performance does not include the removal of the defective item or its reinstallation if we were not originally obliged to install it.
10. The expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs as well as any dismantling and installation costs shall be borne by us in accordance with the statutory provisions if a defect actually exists. If, however, the customer's demand for the remedy of a defect turns out to be unjustified, we shall be entitled to demand reimbursement of the resulting costs from the customer, unless the lack of defectiveness was not recognizable to the customer.
11. In any case, the customer shall bear these costs himself if the expenses increase because the delivery item was subsequently taken to a place other than the place of fulfillment, unless the transfer corresponds to its intended use.
12. In urgent cases, e.g. if operational safety is at risk or to prevent disproportionate damage, the customer has the right to remedy the defect himself and to demand compensation from us for the objectively necessary expenses. We must be informed immediately, if possible in advance, of any such self-remedy. The right of self-remedy does not exist if we would be entitled to refuse a corresponding supplementary performance in accordance with the statutory provisions.
13. If the supplementary performance has failed, a reasonable period to be set by the customer for the supplementary performance has expired without success or is legally unnecessary, both types of supplementary performance have been refused by us or the supplementary performance is unreasonable, the customer may withdraw from the purchase contract, reduce the purchase price (reduce the purchase price). In the case of an insignificant defect, however, there is no right of withdrawal. A defect shall be irrelevant in particular if only a part of the delivery is affected which is to be regarded as insignificant in relation to the total delivery.
14. Claims of the customer for damages or reimbursement of futile expenses shall, however, only exist in accordance with Section X. and shall otherwise be excluded.

15. Due to a breach of duty which does not consist in a defect, the customer may only withdraw or terminate the contract if we are responsible for the breach of duty. A free right of termination of the customer is excluded.

X. Liability

1. Unless otherwise stated in these General Terms and Conditions of Sale and Delivery including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.
2. We shall be liable for damages - for whatever legal reason - in the event of intent and gross negligence. In the case of simple negligence, we shall only be liable for
 - a. for damages resulting from injury to life, body/limb or health;
 - b. for damages resulting from the breach of an essential contractual obligation (obligation, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage;
 - c. for damages resulting from delay in delivery insofar as a fixed delivery date was contractually agreed;
 - d. to the extent that liability arises from a mandatory and non-negotiable standard of liability;
 - e. insofar as we have assumed a guarantee for the quality of the goods or the procurement risk.
3. The above provisions shall also apply to breaches of duty by persons whose fault we are responsible for in accordance with statutory provisions. They shall not apply if we have fraudulently concealed a defect and if the customer's claims under the German Product Liability Act (Produkthaftungsgesetz) are not covered by these provisions.
4. Insofar as we provide technical information or act in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by us, this shall be done free of charge and to the exclusion of any liability.
5. A change in the burden of proof to the disadvantage of the customer is not associated with the above provisions.

The above limitations of liability apply equally to claims for reimbursement of expenses (excluding such claims pursuant to § 439 para. 3 or § 445a of the German Civil Code (BGB)) of the customer. Such claims of the customer are limited to the amount of interest which the customer has in the fulfilment of the contract.

XI. Statute of limitations

1. Notwithstanding § 438 Para. 1 No. 3 of the German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. If acceptance is required, from acceptance.

2. If, however, the goods are a building or an object which has been used for a building in accordance with its usual use and which has caused its defectiveness (building material), the period of limitation shall be 5 years from delivery in accordance with the statutory regulation (§ 438 para. 1 no. 2 of the German Civil Code (BGB)).
3. The shortening of the limitation period shall not apply to claims for damages for which we are liable pursuant to Section X. of these General Terms and Conditions of Sale and Delivery. This shall also apply to claims arising from the Product Liability Act (Produkthaftungsgesetz).
4. Also unaffected remain the statutory special regulations for the limitation period for claims in rem for surrender by third parties (§ 438 Para. 1 No. 1 of the German Civil Code (BGB)), for fraudulent intent on the part of the seller (§ 438 Para. 3 of the German Civil Code (BGB)) and for claims in recourse against the supplier for final delivery to a consumer (§ 478 Para. 2 of the German Civil Code (BGB)).

XII. Retention of title

1. We reserve title to the delivered goods until full payment of all our current and future claims arising from the contract and an ongoing business relationship (secured claims).
2. The goods subject to retention of title (reserved goods) may not be pledged to third parties nor transferred by way of security until the secured claims have been paid in full. The customer must inform us immediately in writing if and to the extent that third parties access the goods belonging to us. He must inform them of our right of title. The same shall apply accordingly to impairments, in particular seizures or other confiscations of claims ceded to us in accordance with Section XII. 7. Intervention costs arising therefrom shall in any case be borne by the customer unless they are borne by third parties.
3. If the customer acts in breach of contract, in particular if the price due is not paid, we shall be entitled to withdraw from the contract in accordance with the statutory provisions or/and demand the return of the goods on the basis of retention of title. The demand for return does not at the same time include the declaration of withdrawal from the contract; we are rather entitled only to demand the return of the goods and to reserve the right to withdraw from the contract. If the customer does not pay the price due, we may only assert these rights if we have previously unsuccessfully set the customer a reasonable deadline for payment or if such setting of a deadline is dispensable under the statutory provisions.
4. The customer shall be entitled to resell and/or process the goods subject to retention of title (reserved goods) in the ordinary course of business. We may revoke this authorization of the customer to resell, process, combine or mix goods if the customer does not properly fulfil his contractual obligations, in particular if he is in default of payment or if one of the circumstances mentioned in Section V. 7. applies.
5. If the reserved goods are processed by the customer, it is agreed that the processing takes place in our name and for our account as manufacturer and that we directly acquire the ownership or - if the processing takes place from materials of several owners or the value of the processed item is higher than the value of the reserved goods - the 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 with us, the customer hereby transfers his future ownership or - in the above-mentioned proportion - co-ownership of the newly created item to us as security. Should the value of the processing be considerably lower than the total value of the reserved goods and other outgoing goods, it shall be deemed agreed that the customer shall grant us co-ownership in relation to the other outgoing goods in such a way that we shall become co-owners of the new movable goods.

6. If the customer acquires sole ownership of the new item in the event that the reserved goods are combined, mixed or blended with other items not owned by us, the customer hereby assigns to us co-ownership of this item in the ratio of the value of the reserved goods to the value of the other items used at the time of the combination, mixing or blending. If the reserved goods are combined or inseparably mixed with other items to form a single item and if one of the items is to be regarded as the main item, we shall assign to the customer, to the extent that the main item belongs to us, the proportionate co-ownership of the single item in the ratio stated in S. 1.
7. In the event of the resale of the reserved goods, the customer hereby cedes to us by way of security the resulting claim against the purchaser - in the event of co-ownership on our part of the reserved goods pro rata in accordance with the co-ownership share. The same applies to other claims which take the place of the reserved goods or otherwise arise with regard to the reserved goods, such as insurance claims or claims arising from tort in the event of loss or destruction. We revocably authorize the customer to collect the claims ceded to the seller in his own name. We undertake not to collect the claim as long as the customer meets his payment obligations towards us, is not in default of payment, no application has been made for the opening of insolvency proceedings or there is no other defect in his ability to pay. If this is the case, however, we can demand that the customer informs us of the ceded claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the cession.
8. In any case in which we have or acquire ownership or co-ownership of goods in accordance with the above clauses, the customer shall keep the goods in safe custody for us free of charge.
9. If the customer includes claims from the sale and/or resale of goods in our sole or co-ownership in a current-account relationship existing with his customers, he shall cede to us a balance in his favor up to the amount corresponding to the total amount of the individual claims against his customer ceded to us and included in the current-account relationship.
10. At our request, the customer must immediately inform us in writing to whom he has sold and/or sold goods in our sole or co-ownership and which claims he is entitled to from these legal transactions.
11. We are obliged to release the reserved goods as well as the items or claims replacing them at the customer's request if their value exceeds the amount of the secured claims by more than 10%. We shall have the right to select the items to be released thereafter.

12. At the time when all of our payment claims arising from the business relationship with the customer up to that point in time have been met (irrespective of the legal basis, including claims arising after conclusion of the contract),
- our reservation of title according to Item XII. 1. which still exists shall expire and the customer shall acquire full ownership of the goods reserved up to that point in time,
 - all property (sole or co-ownership) acquired and still existing by us up to that point in time in accordance with Clauses XII. 5. and 6. shall pass to the customer,
 - all claims which have been ceded to us up to that point and which still exist shall pass to the customer by way of security in accordance with Item XII. 7., and
 - the customer's obligations under Section XII. 10. with regard to the claims reassigned to him expire.

XIII. Property rights and observance of legal and official regulations

1. If we have to deliver according to drawings, models, samples, ideas or using parts provided by the customer, the customer shall be responsible for ensuring that industrial property rights of third parties in the country of destination of the goods are not infringed thereby. We shall inform the customer of rights known to us, but shall not be obliged to conduct our own research. If industrial property rights of third parties are infringed during the production of the goods according to drawings, samples or other information provided by the customer, the customer shall be solely liable for the consequences of this infringement of such rights. He shall indemnify us against all claims of third parties on first demand.
2. If we are prohibited from manufacturing or delivering by a third party with reference to a property right belonging to him, we shall be entitled - without examining the legal situation - to suspend the work until the legal situation has been clarified by the customer and the third party. If, due to the delay, the continuation of the order is no longer reasonable for us - despite setting a reasonable deadline - we shall be entitled to withdraw from the contract.
3. Drawings and samples provided to us which have not led to the order shall be returned on request; otherwise we shall be entitled to destroy those three months after submission of the offer if the customer does not express a corresponding request in spite of a written request. This obligation shall apply accordingly to the customer. The party entitled to the destruction must inform the contractual partner of his intention to destroy in good time in advance.
4. If no order is placed, the customer shall be obliged to return to us immediately all documents handed over to him (in particular drawings and samples) including any copies made. Digital copies are to be finally destroyed.
5. We are entitled to all property rights, copyrights and any other industrial property rights, in particular all rights of use and exploitation of models, illustrations, moulds and devices, drafts, drawings, documents and other documents designed by us or by third parties on our behalf. Upon request, the customer shall surrender to us all relevant documents, moulds, samples or models, including any copies thereof. If the customer provides us with templates and ideas, we shall receive a joint copyright to the extent

that the template or draft was designed by us. The designs, final artwork, printing plates and the like produced by us shall remain our property even if the customer has been charged the manufacturing costs.

6. The customer is responsible for compliance with legal and official regulations when using our goods.

XIV. Moulds (tools)

1. The price for moulds also includes the costs for one-time sampling, but does not include the costs for testing and processing equipment or for changes initiated by the customer. Costs for further samples for which we are responsible shall be borne by us.
2. Unless otherwise agreed, we are and remain the owners of the moulds manufactured for the customer by us or a third party commissioned by us. If expressly agreed, moulds shall only be used for customer orders as long as the customer meets his payment and acceptance obligations. We are only obliged to replace these moulds free of charge if they are necessary to fulfil a guaranteed output quantity for the customer. Our obligation to store parts expires two years after the last delivery of parts from the mould. The customer must be informed prior to disposal.
3. If a contract is terminated but the moulds have not yet been amortized, we shall be entitled to invoice the remaining amortization amount in full immediately.
4. If, by agreement, the customer should become the owner of the moulds, ownership shall pass to him after full payment of the purchase price for the moulds. The transfer of the moulds to the customer is replaced by the storage in favor of the customer. Irrespective of the customer's statutory right to claim surrender and of the service life of the moulds, we are entitled to their exclusive possession until the end of the contract. We must mark the moulds as third-party property and insure them at the customer's request and expense.
5. In the case of customer-owned moulds in accordance with Item XIV. 4 and/or moulds made available on loan by the customer, our liability with regard to storage and care shall be limited to the same care as in our own affairs. Costs for maintenance and insurance shall be borne by the customer. These obligations on our part expire if, after completion of the order and corresponding request, the customer does not collect the moulds within a reasonable period. As long as the customer has not fulfilled his contractual obligations in full, we shall in any case have the right to retain the moulds.

XV. Material provisions

1. If materials are supplied by the customer, they are to be delivered at his expense and risk with an appropriate quantity surcharge of at least 5% in due time and in perfect condition.
2. If these conditions are not met, the delivery time shall be extended accordingly. Except in cases of force majeure, the customer shall also bear the additional costs incurred for interruptions in production.

XVI. Choice of law, Place of jurisdiction

1. These Terms and Conditions of Sale and Delivery and the contractual relationship between us and the Customer or its respective legal successors shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and international private law.
2. The contracting parties agree that all disputes arising directly or indirectly from or in connection with these Terms and Conditions of Sale and Delivery or the contractual relationship shall, to the extent permitted by law, be subject to the exclusive jurisdiction of the Regional Court at our main offices. However, we are also entitled to appeal to any other competent court.
3. The contract language is German. If another language is used in addition, the German wording shall take precedence.