

Terms of delivery

Status: September 2021

1. All deliveries, services and offers are made exclusively on the basis of these **terms of delivery**. These are an integral part of all contracts which we conclude with our contractual partners (hereinafter also referred to as "Buyer") for the deliveries or services offered by us. They shall also apply to all **future** deliveries, services or offers to the Buyer, even if they are not agreed separately. If the Buyer specifies other terms and conditions with his order, the following terms and conditions shall have general validity even without a specific rejection of the Buyer's terms and conditions; the Buyer's terms and conditions shall not become part of the contract
2. All **offers** and **prices** are subject to change unless they are marked as binding or contain an acceptance period. The prices are net in EUR and are **purchase prices** for **resellers**. They apply to the performance and scope of delivery listed in the order confirmations; additional or special services will be charged separately. Insofar as the agreed prices are based on list prices, we may, if the prices for material (raw material, semi-finished products, pre-products, intermediate products, etc.) change after conclusion of the contract and start of production, change the list price to the extent of the change in these cost factors (in each case less an agreed percentage or fixed discount); insofar as no separate production takes place for the order, the time of dispatch shall be decisive. The prices are exclusive of statutory value added tax, customs duty in the case of export deliveries, as well as fees and other public charges. Orders with a value of goods below EUR 25.00 cannot be executed due to the high processing costs. Orders deviating from the original packaging will be rounded up or down to full packages. **Packaging** will be invoiced at cost price unless "incl. packaging" is expressly stated in the offer. All packaging is disposable and cannot be returned.
3. The **delivery periods** stated by us are always to be regarded as approximate. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other party commissioned with the transport. Exceeding the approximate delivery time does not release from acceptance. Obstacles due to force majeure, operational disruptions at our company or at our suppliers, riots, strikes, railway blockages, etc., shall not affect the delivery date. Strikes, railway blockages, etc. may release us from delivery obligations and dates. Claims for damages due to delay and withdrawal are excluded in these cases.
4. **Shipment** shall be ex works Oldenburg at the expense and risk of the Buyer. The **risk** shall pass to the Buyer at the latest when the delivery item is handed over (whereby the start of the loading process shall be decisive) to the forwarding agent, carrier or other third party commissioned with the shipment. If the dispatch or the handover is delayed due to a circumstance the cause of which lies with the Buyer, the risk shall pass to the Buyer from the day on which the delivery item is ready for dispatch and we have notified the Buyer of this. Acceptance without objection by the railway, shipping company or other carrier shall be deemed to be proof of the perfect condition of the packaging. The weight determined by the factory shall be exclusively authoritative.
5. Insofar as **acceptance** is to take place, the object of sale shall be deemed to have been accepted if 12 working days have passed since delivery or if the Client has begun to use the object of sale and in this case 6 working days have passed since delivery.
6. **Payment:** Invoice amounts are payable within 30 days of receipt of the invoice, unless otherwise agreed. In the event of late payment, we shall charge reminder fees and interest on arrears at the statutory rate. In the event of default, we shall use the services of a collection agency or a lawyer to collect outstanding debts; the resulting costs shall be borne by the debtor. Further deliveries shall only be made after settlement of all claims against advance payment. Deliveries to companies unknown to us shall be made against advance payment. Offsetting against counterclaims of the Buyer or the retention of payments due to such claims is only permissible insofar as the

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counterclaims are undisputed or have been legally established or arise from the same order under which the delivery in question was made.

7. **Retention of title:** The goods remain our property until full payment has been made. Should we still have other claims from the business terms and conditions, e.g. in the case of current account transactions, we shall retain ownership of the goods until all liabilities have been met. Nothing shall stand in the way of reselling the goods in the ordinary course of business, but the claims arising therefrom shall be assigned to us in full by way of security; we accept this assignment. The Buyer is not entitled to pledge the goods or to assign them as security. The Buyer may collect these claims assigned to us for his account and in his own name on our behalf as long as we do not revoke this authorisation. Our right to collect these claims ourselves shall not be affected thereby; however, we shall not assert the claims ourselves and shall not revoke the authorisation to collect as long as the Buyer duly meets his payment obligations. However, if the Buyer behaves in breach of contract, in particular if he is in default with the payment of a claim for payment, we can demand that the Buyer informs us of the assigned claims and the respective debtors, notifies the respective debtors of the assignment and hands over all documents to us as well as provides all information that we require to assert the claims.

Infringements to our property are to be reported immediately. As soon as payment problems of any kind occur, the Buyer may only resell the goods with our express consent.

Any processing or transformation of the reserved goods by the Buyer shall always be carried out for us. If the reserved goods are processed with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount incl. VAT) to the other combined or mixed items at the time of combination or mixing. If the goods subject to retention of title are combined or mixed in such a way that the Buyer's item is to be regarded as the main item, the Buyer and we agree already now that the Buyer shall transfer co-ownership of this item to us on a pro rata basis. We accept this transfer.

If the Buyer so requests, we shall be obliged to release the securities to which we are entitled to the extent that their realisable value exceeds the value of our outstanding claims against the Buyer by more than 10%. However, we are entitled to select the securities to be released in this context.

8. The **warranty period** is one year from delivery or, if acceptance is required, from acceptance. This period shall not apply to claims for damages due to injury to life, limb or health or due to intentional or grossly negligent breaches of duty by the Seller or its agents, which shall in each case come under the statute of limitations in accordance with the statutory provisions.

9. **Notices of defects** shall be given within the time limits of § 377 of the German Commercial Code (HGB). Externally visible defects in the delivery are to be confirmed by the deliverer. At our request, a rejected delivery item shall be returned to us carriage paid. In the event of a justified complaint, we shall reimburse the costs of the cheapest shipping route.

We advise our customers on the use of our products to the best of our knowledge and belief. However, we cannot accept liability for a specific intended use, especially in the case of special stamping inks, as success depends on the condition of the substrate to be marked and other factors over which we have no control. The Buyer is obliged to check for himself whether the goods are suitable for the purpose he intends to use them for.

10. In the event of liability for simple negligence, the amount of claims for damages shall be limited to twice the value of the goods delivered. In any case, our liability is limited to the risks covered by liability insurance up to the amount of EUR 500,000. We shall not be liable in the event of simple

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negligence on the part of our legal organs, legal representatives, employees or other agents, insofar as this does not involve a breach of material contractual obligations. Essential contractual obligations are the obligation to deliver the delivery item on time, its freedom from legal defects as well as such material defects that impair its functionality or usability more than insignificantly, as well as advisory, protective and custodial obligations that are intended to enable the customer to use the delivery item in accordance with the contract or are intended to protect the life or limb of the Buyer's personnel or to protect the Buyer's property from significant damage. Liability is limited to damages which we foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which we should have foreseen by exercising due diligence.

The aforementioned limitations of liability for claims for damages do not apply to liability for intentional conduct, for guaranteed characteristics, for injury to life, limb or health or under the Product Liability Act.

If stamping inks for foodstuffs are exported without our knowledge, the exporter or user must check whether the use of the respective inks is in conflict with any official regulations. We shall not be liable in any way for damage resulting from non-compliance with this recommendation. Passing on the goods to third parties shall be deemed as unconditional acceptance.

11. **Other agreements:** Dimensions and weights are understood to be within the usual tolerances; they are not (guaranteed) quality characteristics. Shipping liquids in winter is associated with the risk of the containers bursting in frost or the goods losing their quality. Delays are therefore to be expected in the event of prolonged frost. Flammable items with a flash point below 21 degrees Celsius are excluded from postal dispatch.

12. The **place of performance** and **jurisdiction** for any disputes arising from the business relationship between the Buyer and us is Oldenburg (Oldb.).

13. The relations between us and the Client shall be governed exclusively by the **laws of the Federal Republic of Germany**. The United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG) shall not apply.

14. Insofar as the contract or these terms and conditions contain loopholes, those legally effective provisions shall be deemed to have been agreed to fill these loopholes which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these terms and conditions of delivery if they had been aware of the loophole.