

I. Scope, Conclusion and Contents of Contract

1. Orders will only be rendered on the basis of the terms and conditions that follow. We do not recognize terms and conditions of the Client which conflict with or depart from our terms and conditions unless we have expressly agreed to their validity. Our terms and conditions also apply if we execute the supplies and services without reservation in the knowledge of the terms and conditions of the Client which conflict with or depart from our terms and conditions.
2. Oral promises made by the contractor's representatives or other auxiliary persons must be confirmed by us in text form.
3. The contractor shall only assume a consulting obligation by virtue of a separate consulting contract in text form.
4. There are no further guarantees other than those expressly assumed by the contractor in the contract. In particular, descriptions of the subject matter of the contract or the scope of supplies and services, property specifications and technical data are not to be understood as a guarantee of quality. A guarantee shall only be deemed to have been assumed by the contractor if they have described a characteristic and/or a performance success as „legally guaranteed“ at least in text form.
5. The Client can make qualitative claims to the ordered goods only to the extent that they can be made reasonably or customarily for goods in the price range of the ordered goods.
6. Legally relevant declarations and notifications which the Client has to make to the contractor or a third party must be in text form.
7. Insofar as text form is mentioned in the contract and in these GTC, both the written form and the form described in § 126b BGB (German Civil Code) are permissible, i.e. in particular fax or e-mail.

II. Prices

1. The prices stated in the contractor's quotation apply subject to the proviso that the order details on the basis of which the quotation was issued remain unchanged. The contractor is bound by the quotation for four months at the latest from receipt of the quotation by the Client. In the case of orders involving delivery to third parties, the orderer is considered the Client unless otherwise expressly agreed. The contractor's prices are given without value added tax. The contractor's prices are ex works. They do not include packaging, freight, postage, insurance and other shipping costs.
2. Subsequent changes at the Client's request, including the resulting machine downtime, will be invoiced to them. Subsequent changes shall also include repetitions of test printing demanded by the Client due to minor deviations from the specimen/s.
3. Sketches, drafts, specimen typesetting, specimen prints, proofs, changes to data transmitted/supplied and similar preparatory work requested by the Client will be invoiced to them. The same applies to data transmission.

III. Payment

- 1 The remuneration is payable in full immediately after receipt of the invoice. Any discount agreement entered into does not apply to freight, postage, insurance or other shipping costs. The invoice shall be issued on the day of delivery, partial delivery or readiness for delivery (debt to be collected, default of acceptance).
2. In the case of exceptional advance outlays - for example if the contractor has to reserve certain personnel and other material expenses and make them available on call or has to make substantial purchases of materials - the contractor may demand an appropriate advance performance from the Client in the amount of the value of the respective proven contractual services, unless this is contrary to overriding interests of the Client.
3. The Client shall only have the right to offset counterclaims from other legal relationships to the extent that they are undisputed, recognized by the contractor or legally established.
4. In the event of the existence of defects, the Client shall not be entitled to a right of retention unless the retention is in reasonable proportion to the defects and the anticipated costs of subsequent performance (in particular rectification of defects). If the Client is an entrepreneur, their right of retention is excluded altogether, unless the counterclaim of the Client originates from the same contractual relationship and is undisputed or legally established.
5. If it becomes apparent after the conclusion of the contract that the contractor's claim to the contract price is endangered by the Client's lack of ability to pay (e.g. by filing for insolvency proceedings), the contractor shall be entitled, in ac-

cordance with the statutory provisions, to refuse performance and - if necessary after setting a deadline - to withdraw from the contract (§ 321 BGB). In the case of contracts for the manufacture of unjustifiable items (custom-made items), the contractor may withdraw from the contract immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

6. The contractor does not recognize any limitation of their statutory rights of set-off and retention. Nor does the contractor acknowledge any reservations under which the Client makes payments.

IV. Delivery

1. If the goods are to be dispatched, the risk shall pass to the Client as soon as the consignment has been handed over to the carrier.
2. Delivery dates are only valid if they are expressly confirmed by the contractor. If the contract is concluded in writing, the confirmation of the delivery date must also be in writing to be effective.
3. If performance is delayed, the Client may only exercise the rights under § 323 BGB if the delay is the fault of the contractor. This provision does not entail any change in the burden of proof.
4. If, for reasons for which the contractor is not responsible, the contractor does not receive supplies or services from subsuppliers or subcontractors, despite proper coverage, or does not receive them correctly or on time, or if events of force majeure occur, the contractor shall inform the Client in good time. In this case, the contractor shall be entitled to postpone the supply or service for the duration of the hindrance or to withdraw from the contract in whole or in part with regard to the part not yet fulfilled, insofar as they have fulfilled their aforementioned duty to provide information. Force majeure includes strikes, lockouts, official interventions, shortages of energy and raw materials, transport bottlenecks through no fault of our own, operational hindrances through no fault of our own, e.g. due to fire, water and machine damage, and all other hindrances which, from an objective point of view, were not caused through our fault.

5. If a delivery or performance date or a delivery or performance period has been bindingly agreed and if the agreed delivery or performance date or the agreed delivery or performance period is exceeded by more than four weeks as a result of events referred to in paragraph 4 above, or if, in the case of a non-binding performance date, it is objectively unreasonable for the Client to adhere to the contract, the Client shall be entitled to withdraw from the contract because of the part not yet performed. Further rights of the Client, in particular claims for damages, do not exist in this case.

6. The contractor is entitled to a right of retention in accordance with § 369 HGB (German Commercial Code) for the print and stamp templates, manuscripts, raw materials and other objects supplied by the Client, who is a merchant, until the complete fulfilment of all due claims from the business relationship.

V. Reservation of title

- 1 The delivered goods shall remain the property of the contractor until all claims of the contractor against the Client existing at the date of invoice have been paid in full.

2. If the Client is an entrepreneur, the following shall also apply:

2.1 The Client is only entitled to resell the goods in the ordinary course of business. The Client hereby assigns their claims from the resale to the contractor. The contractor hereby accepts the assignment. At the latest in the case of default, the Client is obliged to name the debtor of the assigned claim. If the value of the securities existing for the contractor exceeds their claim by more than 20% in total, the contractor is obliged to release securities of the contractor's choice at the Client's request or at the request of a third party impaired by the contractor's excess security.

2.2 If goods delivered by the contractor and owned by them are treated or processed, the contractor is to be regarded as the maker in accordance with § 950 BGB and retains ownership of the products at all times of processing. If third parties are involved in the treatment or processing, the contractor is limited to a co-ownership share in the amount of the invoice value of the reserved goods. The property thus acquired shall be deemed to be reserved property.

VI. Warranty, statute of limitations

- 1 The Client shall in any case immediately check the conformity of the goods with the contract as well as the preliminary and intermediate products sent for correction. The risk of any errors shall pass to the Client with the declaration of readiness for printing / declaration of readiness for production, insofar as these are not errors which only occurred or could only be detected in the production process

following the declaration of readiness for printing / declaration of readiness for production. The same applies to all other release declarations of the Client.

2. Defects in part of the delivered goods do not entitle the Client to complain about the entire delivery, unless the partial delivery is of no interest to the Client.

3. When fulfilling print orders, the Client cannot object to excess or short quantities of up to 10 % of the ordered circulation. In the case of short quantities, only the quantity delivered shall be invoiced.

4. In the case of coloured reproductions in all manufacturing processes, minor deviations from the original cannot be objected to. The same applies to the comparison between other templates (e.g. digital proofs, press proofs) and the end product. Furthermore, liability for defects that do not or only insignificantly impair the value or usability is excluded.

5. The contractor shall only be liable for deviations in the quality of the material used up to the amount of the order value.

6. Deliveries (also data carriers, transferred data) by the Client or by a third party engaged by them are not subject to any duty of inspection on the part of the contractor. This shall not apply to data which is obviously not processable or unreadable. In the case of data transmissions, the Client must use state-of-the-art computer virus protection programs prior to transmission. Data backup is the sole responsibility of the Client. The contractor is entitled to make a copy.

7. The limitation period for claims based on defects shall be 12 months, calculated from the date of the transfer of risk, in the event of the Client's refusal to accept or receive the goods, from the date of the notification of readiness for acceptance of the goods. This does not apply to building contracts, to items which have been used for a building in accordance with their usual purpose and which have caused its defectiveness, to claims due to injury to life, limb and health or to at least grossly negligent breaches of duty by the contractor or one of their legal representatives or vicarious agents. Also unaffected are statutory special regulations for in rem return claims of third parties, for fraudulent intent on the part of the seller and for claims in recourse against the supplier in the case of final delivery to a consumer.

VII. Liability

1. Claims for damages and reimbursement of expenses on the part of the Client, irrespective of the legal basis, are excluded.

2. This disclaimer does not apply to the following

- in the event of damage caused intentionally or by gross negligence,
- in case of slightly negligent violation of essential contractual obligations, also by legal representatives or vicarious agents of the contractor; in this respect the contractor is only liable for the foreseeable, contract-typical, direct average damage according to the type of product. Essential contractual obligations are those obligations which protect legal positions of the Client which are essential to the contract, which the contract has to grant them according to its content and purpose, and such obligations whose fulfilment makes the proper execution of the contract possible in the first place and on the observance of which the Client has regularly trusted and may trust,
- in the event of culpable injury to the life, body or health of the Client,
- in the case of fraudulently concealed defects and assumed guarantee for the quality of the goods,
- for claims arising from the Product Liability Act.

3. If the contractor is in default, their liability for compensation for the damage caused by the delay in the event of simple negligence shall be limited to 5% of the contract price. Further claims of the Client remain unaffected.

VIII. Delay on the part of the Client

1. If the Client is in default of acceptance, fails to cooperate or if the delivery of the contractor is delayed for other reasons for which the Client is responsible, the contractor shall be entitled to claim compensation for the resulting damage including additional expenses (e.g. storage costs). For this purpose the contractor shall charge a lump-sum compensation amounting to 0.25 % of the invoice amount of the delivery items to be stored per expired week, beginning with the delivery period or - in the absence of a delivery period - with the notification that the goods are ready for dispatch. The proof of a higher damage and the legal claims (in particular reimbursement of additional expenses, appropriate compensation, termination) remain unaffected; however, the lump sum shall be set off against further monetary claims. The Client shall be entitled to prove that the

contractor has incurred no damage at all or only considerably less damage than the above lump-sum.

2. If the acceptance of the goods or their dispatch is delayed for a reason for which the Client is responsible, the contractor is entitled, after setting and expiration of a fourteen-day grace period, to demand immediate payment of remuneration at their discretion or to withdraw from the contract or to refuse performance and demand compensation for damages instead of the entire performance. In the event of a claim for damages regulated above, the contractor may claim 15% of the agreed net remuneration for the costs incurred in processing the order and for loss of profit. The Client shall be entitled to prove that the contractor has not incurred any damage whatsoever or that such damage is substantially lower than the lump-sum.

IX. Custom of the trade

In commercial transactions, the commercial customs of the printing industry (e.g. no obligation to surrender intermediate products such as data, lithographs or printing plates produced for the production of the end product owed) shall apply unless a deviating order has been placed.

X. Filing

Products to which the Client is entitled, in particular data and data carriers, shall only be archived by the contractor beyond the time of handover of the final product to the Client or their vicarious agents after express agreement and against special remuneration. If the above-mentioned objects are to be insured, the Client must arrange it in the absence of an agreement.

XI. Periodic work

Contracts for regularly recurring work may be terminated at the end of a month with a notice period of at least three months.

XII. Intellectual property rights/copyright law

The Client shall be solely liable if the execution of their order infringes the rights of third parties, in particular copyrights. The Client shall indemnify the contractor against all claims of third parties due to such an infringement of rights.

XIII. Place of Performance, Jurisdiction, Effectiveness

1. Place of performance and place of jurisdiction for all disputes arising from the contractual relationship, including cheque, bill of exchange and documentary proceedings, if the Client is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in Germany, shall be the registered office of the contractor.

2. German law shall apply to the contractual relationship to the exclusion of those standards which refer to another legal system. UN sales law is excluded.

3. The invalidity of one or more provisions shall not affect the validity of the remaining provisions.

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