

# Terms and conditions of sale and delivery of the company SÜGRAVO Oberflächenveredlung GmbH & Co. KG

## § 1 General

1. These terms and conditions of sale and delivery are an integral part of all our offers and all contracts concluded by us. They are hereby agreed for all future business relations.
2. Deviating agreements and terms and conditions are only binding if we have recognized them in writing.

## § 2 Offers, prices, delivery time

1. Our offers are non-binding; an order placed with us shall only be deemed to have been accepted once it has been confirmed by us in writing.
2. Our samples, specimens, suggestions for changes or effects as well as other documents and information such as photocopies, drawings, dimensions and weights shall remain our property and may only be used by the customer with our consent. They are only approximate and not binding, unless an express written assurance is given. The customer shall assume full liability for the documents supplied by him, such as photos, drawings, sample documents or similar, to ensure that the rights of third parties are not infringed by the use of these documents.
3. All prices are quoted in EURO ex works excluding the applicable VAT, packaging and freight costs. They are only fixed prices if we agree to them as such in writing. Otherwise, we reserve the right to change agreed prices as a result of changes in prices for supplied parts, changes in wages, taxes and other costs; changes to the scope and execution of the service to be provided by us initiated by the customer after the start of work shall be invoiced at the prices applicable at the time of the change.
4. Delivery periods shall apply from the date of the clarified order, at the earliest from the date of our written order confirmation. They are approximate and shall be extended by the time required after conclusion of the contract for the submission and approval of type samples, prints or test colors and the implementation of any change requests. Unforeseen obstacles such as force majeure, operational and traffic disruptions, labor disputes, lack of raw materials, incorrect or late delivery by our own suppliers shall entitle us, at our discretion, to postpone delivery by the period of the hindrance or to withdraw from the contract if unfulfilled. If a delivery period is exceeded by more than twelve weeks, the customer shall have the right to withdraw from the contract, provided, however, that the customer notifies us of his intention to withdraw from the contract by registered letter at least two weeks before exercising his right of withdrawal. If delivery is made within this period, the right of withdrawal shall lapse. Claims for damages due to non-fulfillment are excluded.

## § 3 Delivery, delay, impossibility of performance

1. Our written order confirmation and the templates sent to the customer for visual inspection are decisive for the scope and execution of the delivery. Minor deviations within the scope of industrial production shall be deemed permissible. Even if carriage paid delivery has been agreed, the risk shall pass to the customer when our delivery has left the factory. Packaging shall be carried out with the utmost care. The material will be taken back in accordance with VerpackG §15 paragraph 1 sentence 1 if roller boxes and the like are not provided by the client. The customer shall bear the costs of return transportation. If dispatch or delivery is delayed at the request of the customer, the risk shall pass to the customer in both cases from the day on which the goods are ready for dispatch.
2. In the event of delay in performance or impossibility of performance for which we are responsible, claims for damages by the client are excluded, unless they are based on intent or gross negligence on the part of a legal representative. In the event of gross negligence, our liability shall be limited to the invoice value of the service to be provided by us.
3. In the event of default of acceptance, we shall be entitled to set a grace period of no more than four weeks and, if the deadline expires without result, either to claim the purchase price without the client being entitled to the concurrent performance defense, or to withdraw from the contract or to claim damages for non-performance. We shall be entitled to the rights due to default of acceptance without reminder or setting a deadline if an application is made to open court insolvency proceedings against the client's assets. In the event of non-acceptance after setting a deadline, Sügravo is entitled to store the rollers with third parties, excluding its own warranty, or to charge the corresponding storage costs in addition to the roller price, as would be usual with a forwarding agent.

## § 4 Payment terms

1. Payments for deliveries are to be made strictly net within 30 days of the invoice date.
2. The company Sügravo is entitled to charge the client interest from the due date in the amount of the credit costs to be paid by us, but at least 3% above the respective discount rate of the Deutsche Bundesbank, plus VAT in each case; we reserve the right to claim further damages.

3. In the event of payment defaults on the part of the customer, in particular in the event of payment default, check or bill protest, we shall be entitled to make further deliveries only against advance payment, to demand immediate payment of all outstanding invoice amounts - including deferred invoice amounts - and to demand cash payment or security deposits against return of bills accepted on account of payment.
4. Invoices not objected to in writing with reasons within one month of the invoice date shall be deemed accepted by the client. We will inform the client of this with each invoice.
5. The client waives the assertion of a right of retention from earlier or other transactions in the current business relationship. The offsetting of counterclaims is only permissible insofar as these are recognized by us and are due for payment or have been legally established.

## § 5 Retention of title

1. All goods delivered shall remain our property, even if processed, until all claims against the customer to which we are entitled, including any current account balance, have been settled. All transactions shall therefore be considered as one transaction. In the event of incomplete payment, we shall have the right to retain any goods of the customer still in our possession.
2. Pledging or transfer by way of security of the delivered items is only permitted with our consent; the customer must inform us immediately of any seizures that have taken place.
3. In the event of default of payment by the customer, we shall be entitled to take possession of and utilize parts delivered by us after a two-week period without recourse to the courts, without this constituting a withdrawal from the purchase contract. In this case, the customer hereby declares that he will allow us or a person authorized by us access to his premises where the parts are located. Any industrial property rights of the customer to his sample shall remain unaffected.
4. The rights arising from the retention of title shall also apply in the cheque/bill of exchange procedure until our bill of exchange liability has expired or our right of recourse has been settled by the client.
5. It is agreed between the customer and Sügravo that rollers do not become part of machines and production facilities through installation in them. The customer waives any objection in this respect.

## § 6 Warranty

1. The customer must notify us in writing of any complaints 3 days after receipt of the goods. Complaints about engravings must be substantiated by reference samples. If these correspond to the control sample sent by us to the customer and expressly or tacitly approved by him, there is no defect. The costs of any desired reworking shall be borne by the client. If the complaint is justified, we shall, at our discretion, either supply a replacement free of charge and carriage paid against return of the defective items or parts or rectify the defect. If the repair or replacement delivery fails, the customer shall be entitled to demand either a reduction in the purchase price or rescission of the contract. Claims for damages due to the fault of vicarious agents are excluded. In all other respects, our liability shall be limited to the invoice value of our performance in relation to the item complained about.
2. Defects in parts of a delivery do not entitle the customer to reject the entire delivery.
3. Warranted characteristics within the meaning of Section 459 (2) BGB must be expressly identified as a warranty.
4. For third-party products, our warranty is limited to the assignment of the warranty claims to which we are entitled against the supplier of the third-party product. Special warranty declarations of the manufacturer shall be passed on by us in full. They shall not establish any liability on our part.
5. We accept no liability for materials supplied by the client. They are merely subjected to our usual final inspection. The client is liable for their flawless quality and must compensate us for all damage resulting from defective quality, including consequential damage caused by defects.
6. Claims for damages by the customer due to consequential damages, positive breach of contract, culpa in contrahendo and tort are excluded, unless they are based on intent or gross negligence on the part of a legal representative. In the event of gross negligence, our liability shall be limited to the invoice value of our respective service.

## § 7 Place of jurisdiction and place of performance

Lörrach is agreed as the place of performance and jurisdiction for both parties. German law shall apply. The place of jurisdiction is also agreed for actions on bills of exchange and checks hereby agreed.

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