

### 1. Scope

Our deliveries, services and offers are made solely on the basis of these terms and conditions, which are an integral part of all of the contracts concluded with the Customer. In addition, they shall also apply for all future deliveries, services and offers to the Customer without having to be specifically agreed once again. Your company shall hereinafter be referred to as "the Customer". Any of the Customer's or third-party conditions that deviate from these terms and conditions shall not be binding on us, even if we have not explicitly objected to them, unless they have explicitly been agreed in writing.

### 2. Conclusion of the contract

Our offers are without obligation and subject to confirmation, provided that they have not explicitly been marked as binding or include a specific period of acceptance. The contract shall only be concluded after we have confirmed the order.

### 3. Prices

**3.1** The prices set out in our order confirmation shall apply. Unless otherwise agreed, prices shall be in Euros ex works plus the statutory value added tax; prices for export deliveries shall not include customs duties, fees or other charges. | **3.2** Preliminary work such as samples, drafts and sketches shall be invoiced separately. | **3.3** If the processing of an order exceeds a period of four months, we shall be entitled to adjust the prices set out in the order confirmation to the extent to which the costs (wages and salaries, material, general business costs) on which our calculation was based have increased. In this case, the Customer shall be entitled to withdraw from the contract if, since the conclusion of the contract, prices have increased annually by more than 8%. | **3.4** If, after the order has been given, it becomes clear that extra work is required that could not be foreseen when the contract was concluded, we may invoice this separately. If the extra charge exceeds 10% of the total price, the Customer shall be entitled to withdraw from the contract unless she/he was previously informed by us of this unscheduled increase in price and did not object in writing. | **3.5** Changes to the initial master artwork for which we are not responsible or other changes which deviate from this artwork, especially corrections made at the Customer's request, shall be invoiced on the basis of the working time required for carrying them out. The Customer shall also be liable for any downtime in the means of production, including machines, that occurs because of this. | **3.6** If no other explicit agreement has been made, the buyer shall be regarded as the Customer for orders that are to be delivered to third parties.

### 4. Terms of payment

**4.1** The invoice shall be made out on the date of delivery, partial delivery or when the goods are ready for delivery (Customer is responsible for picking them up; default of acceptance). Subject to the following provisions, payment of the invoice amount is to be made within 8 calendar days of the date of invoice, without deduction. A discount shall only be granted only after prior agreement. Payment of shipping (freight, customs duties, postage) and packaging costs shall be due immediately upon receipt of the invoice, without deduction. | **4.2** Drafts shall only be accepted after special agreement and on account of performance. Discount charges and other costs shall be borne by the Customer and shall be due and payable immediately. | **4.3** In the case of larger orders, interim invoices may be made out in accordance with the work carried out, or part payments requested. | **4.4** If exceptionally large quantities of paper and cardboard or special materials are provided, we shall be entitled to request payment for this immediately. | **4.5** If the Customer is in default or the term of payment has been extended, interest for default or deferral of payment must be paid in the amount that we have been charged by our banks for interest on loans. This shall not exclude further claims for damages. | **4.6** For bank transfers and checks, the date on which we receive the credit note shall be deemed the date of payment. | **4.7** If the Customer is in default regarding due payment of an obligation based on the contract, we shall be entitled to immediately claim the balance of his/her account that would normally only be due at a later date. | **4.8** If we provide exceptional advance performance, we shall be entitled to demand reasonable advance payment.

### 5. Right of retention, setoff

**5.1** If it becomes clear after a contract has been concluded that payment of claims is at risk because the Customer is unable to pay (e.g. if the Customer has applied for insolvency proceedings or judicial or extrajudicial composition proceedings), we may demand advance payment or provision of security, hold back goods that have not yet been delivered or stop all further work. We shall also be entitled to these rights if the Customer defaults on the payment of deliveries that are based on the same legal relationship. | **5.2** We shall be entitled to a commercial lien on the films, manuscripts, raw film, data and other objects in accordance with Section 369 of the German Commercial Code (HGB) until we have received full payment of all our claims that are due from the business relationship. | **5.3** The Customer may only set off his/her counterclaims or withhold payments because of such counterclaims insofar as these are uncontested or have been legally established. She/He shall have neither the right to refuse performance nor the right of retention.

### 6. Delivery period, delivery

**6.1** Deliveries shall be made ex works. Generally, our delivery dates are set targets and not fixed dates, unless this has been expressly agreed in writing. | **6.2** The agreed delivery period shall be interrupted for the period in which the Customer checks the proofs, plots, finished samples, press proofs, etc. This shall apply from the date that these are sent to the Customer until the date that we receive his/her statement. | **6.3** If the Customer requests changes to the order after it has been confirmed which affect the production time, a new delivery period shall commence, and only after the changes have been confirmed. | **6.4** We shall be entitled to make partial deliveries (advance deliveries) provided that the Customer is able to use the partial delivery, delivery of the remaining goods is ensured, and this will not cause the Customer substantial additional work or costs (unless the Customer agrees to accept these costs).

### 7. Delay in delivery, impossibility of delivery

We shall not be liable if delivery is impossible or if there are delays in delivery due to force majeure or other events that were unforeseeable at the time that the contract was concluded (e.g. operational disturbances, strikes, unrest, official measures) on our part or that of our suppliers. If, as a result of such events, delivery or performance becomes extremely difficult or impossible, and should this period of delay last longer than four weeks, we shall be entitled to withdraw from the contract. In the case of temporary obstacles, the delivery deadlines shall be extended by the duration of the obstacle plus an appropriate lead time.

### 8. Assumption of risk, shipment

**8.1** Shipment shall be carried out for the account and at the risk of the Customer. The risk shall pass to the Customer as soon as the consignment has been delivered to the person or establishment carrying out transportation or as soon as it has left our factory for shipment. If the goods are ready for delivery, but dispatch or pick-up is delayed due to reasons for which we are not responsible, the risk shall pass to the Customer with the notification of readiness for dispatch. | **8.2** Unless otherwise agreed, we shall determine the manner and means of transport. | **8.3** The delivery shall only be insured for transport at the Customer's request and expense.

### 9. Transfer of personal data

In accordance with No. 4 of the Appendix to Section 9 of the Federal German Data Protection Act (BDSG), personal data must be protected against unauthorized access during electronic transmission by a state-of-the-art encryption method.

### 10. Delay in acceptance

In the event that, after expiration of an appropriate and adequate grace period with the refusal to accept performance, the Customer continues to refuse acceptance, or having seriously and definitely declared his/her rejection, we may withdraw from the contract and sue for damages on the grounds of non-fulfillment.

### 11. Notice of defects

**11.1** The Customer shall check without delay that the delivered goods and the preliminary and interim products sent for correction are pursuant to the contract in all cases. The Customer is also obliged to check the delivered goods if reference samples have been sent. The risk of errors shall pass to the Customer with his/her declaration of fair copy, unless the error(s) in question only arose during the production procedures following the declaration of fair copy or could have been identified at that time. The same shall apply for all other statements of release issued by the Customer with regard to further production. | **11.2** Complaints due to obvious defects must be submitted in writing within an exclusion period of one week upon receipt of goods; otherwise, the goods shall be regarded as having been accepted. We must be given the opportunity to examine the defective goods. Hidden defects must be contested within one week of discovery of such defect(s) or the period in which such a defect attracted the Customer's attention while using the goods in a normal manner and without closer inspection. | **11.3** Defects involving a part of the completed order shall not entitle the Customer to reject the entire consignment unless the partial delivery is of no interest to the Customer. | **11.4** We shall first have the right of rectification and / or replacement. If such a rectification (replacement) fails, or if we are unable to provide this within a reasonable period, or if it is refused, the Customer may request that the payment be reduced or that the contract be rescinded. Any further guarantee or liability for damage, especially for consequential damage, shall be excluded unless we or our agents have acted in a grossly negligent manner or with intent, or unless certain features have been expressly guaranteed. | **11.5** The Customer may not object to minor or deviations from the original in color reproductions carried out in a printing process. The same shall apply for a comparison between press proofs, proofs and production prints. Furthermore, liability shall be excluded for defects that do not (or do not significantly) affect the value or ability to use the goods. | **11.6** We shall only be liable for significant deviations from the standards and conditions of the paper, cardboard boxes, etc., that we have procured as well as other materials up to the amount of the claim we ourselves have against our paper and cardboard suppliers as well as other suppliers. In such a case, we shall

be exempt from liability if we assign our claims against our suppliers to the Customer. We shall be liable in the same manner as a guarantor insofar as claims against the paper and cardboard suppliers, etc., do not exist through our fault or if such claims cannot be asserted. | **11.7** We shall only be liable for light fastness, changes and deviations in the colors and varnishes as well as for the nature of gumming, lacquering, impregnation, etc., insofar as defects in the materials can be recognized objectively by means of proper examination before the goods are used. However, we shall not be liable for deviations due to the materials used if the Customer has determined that such materials be used. | **11.8** The conditions in Item 11.6 shall apply accordingly insofar as certain special work, such as synthetic bindings, special bindings including spiral bindings, cellophane wrappings, varnishing, gumming, impregnation, etc., is carried out by a third party. | **11.9** Excess or short delivery of up to 5% of the edition ordered shall not represent valid grounds for complaint. Only the actual quantities shall be invoiced. This percentage shall increase to 10% for particularly difficult printing procedures as well as for editions of up to 10,000 copies. In addition, the percentage rates for excess or short deliveries shall be increased by the deviation clauses of the professional paper-making associations if we procured the paper on the basis of their delivery conditions. | **11.10** We shall not be required to examine deliveries (including data carriers, imported data) made by the Customer or a third party authorized by him/her. This shall not apply for data that obviously cannot be processed or read. When exporting data, the Customer must apply the latest state-of-the-art anti-virus programs before transmission. The Customer shall be solely responsible for securing the data. We shall be entitled to make a copy.

### 12. Commercial custom

In commercial business, the commercial customs of the printing industry (e.g. no obligation to hand over interim products such as data, lithos or printing plates that were created for the production of the final product owed) shall apply, provided that a different order was not given.

### 13. Reservation of property rights

**13.1** The delivered goods shall remain our property until all of our accounts receivable arising from this business relationship have been settled in full and until all checks and bills of exchange issued for settlement have been honored. The reserved property shall be considered as security for the outstanding balance. | **13.2** In the case of an exchange of check against bill of exchange, ownership shall only pass to the Customer when we are satisfied that there is no longer any risk of recourse against us arising the bill of exchange. | **13.3** The Customer hereby assigns to us all of its claims arising from the resale of the goods delivered by us, reprints of ads and the distribution of inserts in the goods delivered in order to secure all of our claims arising from this business relationship. If the Customer includes their claims arising from the resale of the reserved goods, reprints of ads and the distribution of inserts in an existing account relationship with a third party, in particular with a customer, the respective balance shall be considered assigned to us up to the amount of the Customer's outstanding balance (our claims). | **13.4** In order to secure all of the supplier's present and future claims arising from the delivery of goods, a lien shall be granted for all of the raw materials of any kind whatsoever when the Customer transfers them to us. If third parties are involved in the working or processing, we shall be limited to a co-ownership share in the amount of the value of the invoice for the reserved goods. Ownership acquired in this manner shall apply as retained ownership. | **13.5** If the value of the securities for our entire claim arising from this business relationship exceeds this claim by more than 20%, we shall be obliged, at the Customer's request, to release the exceeding amount which we deem appropriate.

### 14. Liability

**14.1** The Customer's claims for damages, for whatever legal reason, shall be excluded.

**14.2** This exclusion of liability shall not apply

– for damages caused by gross negligence or intent,

– for the minor negligent breach of key contractual obligations, neither by us nor by our legal representatives or our vicarious agents,

– in the case of culpable injury to life, body or health of the Customer, or

– for concealment of defects with an intent to deceive or the assumed guarantee for the nature of the good in claims arising from the German Product Liability Act.

**14.3** Insofar as we are liable in accordance with Item 14.2, such liability shall be limited to the amount of the invoice for the corresponding order, except in the case of gross negligence or intent or culpable injury to life, body or health. Furthermore, indirect damages and consequential damage that result from defects in the object delivered shall also only be eligible for compensation insofar as such damages may typically be expected when the object delivered is used for its intended purpose.

| **14.4** Liability for damages during transport shall be restricted to the replacement provided by the authorized forwarding agent. | **14.5** With the exception of the claims for damages listed in Item 14.2, the Customer's claims for guarantee and compensation for damages shall become statute-barred in one year, beginning with the delivery of the goods or their availability for pick-up.

### 15. Provision of material

**15.1** Material procured by the Customer (including paper and work in progress), irrespective of the type, must be delivered free to our address in good order and condition. Receipt shall be confirmed without giving any guarantee that the amount specified as delivered is correct. For larger items, costs in connection with counting them or checking the weight as well as storage costs shall be borne by the Customer. | **15.2** The Customer shall bear the risk of processability of the materials she/he has provided. We shall be entitled to refuse material if, from the start, it appears to be unsuitable for carrying out the order. | **15.3** If the Customer provides paper or cardboard boxes, the waste arising from inevitable amounts of waste paper when setting up the presses and continuing print runs due to trimming, punching out and similar work shall become our property. The Customer must take back all packaging material. | **15.4** We shall only be liable for damage to or loss of the material provided by the Customer insofar as we or our agents have acted in a grossly negligent manner or with intent. | **15.5** Material meant for reuse as well as half-finished and finished products, including any left-over material that may belong to the Customer, shall only be stored by us beyond the delivery date after a previous agreement has been reached and in return for remuneration. If no agreement is reached and if these objects are not requested by the Customer within four weeks of completion of his/her order, we shall be entitled to store them with a forwarding agent, where the Customer shall bear the associated risk and charges. The Customer shall be responsible for insuring these objects.

### 16. Copyright

**16.1** The Customer shall be solely responsible for checking the rights of reproduction for all master artwork. The Customer shall be solely liable if any rights, in particular third-party copyrights, are infringed by the execution of his/her order. The Customer shall indemnify us against all claims by third parties arising from any such infringement of rights. | **16.2** We shall retain the copyrights and rights of reproduction to our own sketches, drafts, originals, data, films and any similar objects in each and every procedure and for each and any purpose unless explicitly regulated otherwise.

### 17. Corrections, page proofs

**17.1** The Customer shall examine all page proofs, plots, proofs and imprints to identify any typesetting or other errors and return them to us as ready for printing. We shall not be liable for any errors overlooked by the Customer. | **17.2** We shall not be liable for any delays resulting from late returns. | **17.3** For smaller print contracts (e.g. corporate designs) or for delivered master artwork, we shall not be obliged to send a receipt of proofs to the Customer. If the Customer does not demand receipt of proofs, our liability for typesetting errors shall be restricted to gross negligence and intent.

### 18. Archiving

We assume that we shall receive a copy of the Customer's data for production purposes and that the Customer shall be responsible for saving the original or a copy of this data him/herself. We shall only archive products produced for the Customer or provided by him/her, especially data files and data carriers received for production, beyond the date of transfer of the finished product to the Customer or his/her agents subject to express written agreement and in return for separate remuneration. Data files received for production shall be deleted or destroyed three months after production unless storage has been explicitly agreed with the Customer in writing. If the aforementioned objects are to be insured, the Customer shall obtain such insurance if there is no agreement to do so.

### 19. Periodical contracts

Agreements on regularly recurring tasks may only be terminated by giving three months' notice to the end of the respective month, unless otherwise agreed. The right to terminate without notice for an important reason shall remain unaffected.

### 20. Place of performance, place of jurisdiction, applicable law

**20.1** The place of performance shall be Kiel, Germany. The place of jurisdiction for all disputes between the parties arising from the contractual relationship, including proceedings for checks, bills of exchange and legal documents, shall be Kiel, Germany. | **20.2** The relationships between the parties shall be exclusively subject to the laws of the Federal Republic of Germany. UN sales law (CISG) shall be excluded.

### 21. Code of conduct

We expressly point out that we are committed to supporting and implementing the principles on human rights, industrial relations, the environment and corruption, as set out in the United Nations Global Compact Initiative ([www.unglobalcompact.org](http://www.unglobalcompact.org)) and we expect our business partners to support compliance with the rules and principles contained therein.