

General Terms and Conditions of WS-Team Verpackung+Werbung GmbH

Our terms and conditions apply exclusively; we do not recognize conflicting or deviating terms and conditions of the customer unless we have expressly agreed to their validity in writing. Our conditions also apply to all future business relationships, even if they are not expressly agreed again. These conditions are deemed to have been accepted at the latest when the goods or services are received. We hereby object to counter- confirmations by the buyer with reference to his own terms and conditions of business or purchase. Deviations from our terms and conditions are only effective if we confirm them in writing.

1. Offer

Offers are always non-binding and are also non-binding for repeat orders. Additions, ancillary agreements or amendments require our written confirmation to be effective. Drawings, illustrations, dimensions, weights or other performance data are only binding if this has been expressly agreed in writing. Our sales staff are not authorized to make verbal side agreements or to give verbal assurances that go beyond the content of the written contract.

2. Prices

Unless otherwise agreed, we are bound by the prices on which our offers are based for 30 days from their date. The prices stated in the offer or the order confirmation plus the applicable statutory value-added tax are decisive. We charge separately for other services and deliveries provided at the request of the buyer. Unless otherwise agreed, all prices are ex basket, excluding freight and packaging costs.

3. Delivery times

Agreed delivery times or deadlines must be in writing. Delays in delivery and performance due to force majeure and events that make delivery significantly more difficult or impossible for us – these include strikes, lockouts, official orders, etc., even if they occur at our suppliers or their subcontractors, we also have binding agreements Not responsible for deadlines and dates. They entitle us to postpone the deliveries or services until the respective hindrance has ended plus a reasonable start-up time or to withdraw from the contract in whole or in part because of the service that has not yet been performed. If the hindrance lasts for more than 90 days, the buyer is entitled, after setting a reasonable deadline, to withdraw from the contract with regard to the service that has not yet been rendered. If the delivery time is extended or if we are released from our obligation to perform, the buyer cannot derive any claims for damages from this. However, this only applies if we have informed the buyer of the impediment to performance within a period of ten days. If we are responsible for non-compliance with bindingly agreed delivery dates and deadlines, or if we are in default, the buyer is entitled to compensation for delay in the amount of half a percent for each full week of delay, but in total up to a maximum of five percent of the invoice value of the delivery or service affected by the delay. Any further claims are excluded unless the delay is due to gross negligence for which we are responsible. We are entitled to make partial deliveries or partial services at any time.

4. Passing of Risk

Unless otherwise stated in the order confirmation, delivery “ex works” is deemed to have been agreed. If the buyer so desires, we will cover the delivery with transport insurance; the costs incurred in this respect shall be borne by the buyer. The risk passes to the buyer as soon as the shipment has been handed over to the person carrying out the transport or has left our warehouse for the purpose of shipment. Should the shipment become impossible through no fault of our own, the risk passes to the buyer upon notification of readiness for shipment.

5. Warranty and Liability

In any case, the buyer must check the contractual conformity of the delivered goods as well as the preliminary and intermediate products sent for correction. The risk of any errors passes to the buyer with the declaration of readiness for printing. Defects must be reported to us in writing immediately, but no later than eight days after receipt of the goods. The defective goods are to be kept ready for inspection by us in the condition in which they were at the time the defect was determined. If there is a defect, if the goods lack guaranteed properties or if they become defective within the warranty period due to manufacturing or material defects, we are entitled, at our discretion, to deliver a replacement or to repair the goods to the exclusion of other warranty claims by the buyer, whereby multiple repairs are permitted. If the repair or the replacement delivery fails after a reasonable period of time, the buyer can choose to demand a reduction in the purchase price or rescission of the contract. Warranty claims against us are only available to the direct purchaser and are not assignable. Claims for damages due to non-performance, impossibility of performance, positive breach of contract, culpa in contrahendo and tort are excluded against us or our vicarious agents or vicarious agents, unless the cause of the damage is based on intent or gross negligence. If we negligently violate an essential contractual obligation, our obligation to compensate for property damage or personal injury is limited to the coverage of our product liability insurance. We are prepared to give the buyer

access to our policy upon request. In the case of series production, the occurrence of an error rate of up to three percent is technically unavoidable. A notice of defects by the buyer – regardless of the defect – cannot be based on this.

6. Payment

Unless otherwise agreed, our invoices are payable within ten days with a 2% discount or 30 days after invoicing without deduction. We reserve the right to deliver to customers who are unknown to us against cash on delivery or prepayment or partial prepayment. We are entitled, despite the customer's provisions to the contrary, to initially offset payments against his older debts and in this case we will inform the customer of the type of offsetting that has taken place. If costs and interest have already been incurred, we are entitled to offset the payments first against the costs, then against the interest and finally against the main claim. A payment is only deemed to have been made when we can dispose of the amount. In the case of checks, payment is deemed to have been made when the check has been cashed. If the buyer is in arrears, we are entitled to charge interest at the rate charged by commercial banks for open overdrafts plus statutory sales tax from that point in time. The interest is to be set lower if the buyer proves a lower

burden. If we become aware of circumstances that cast doubt on the customer's creditworthiness, in particular, if a check is not cashed or payments are stopped, or if we become aware of other circumstances that call into question the creditworthiness of the buyer, we are entitled to make the entire remaining debt due, even if we have accepted checks. In such a case, we expressly reserve the right to withdraw from the contract or to deliver against advance payment or security. The buyer is only entitled to offsetting, retention or changes, even if notices of defects or counterclaims are made, if these counterclaims have been legally established or are undisputed.

7. Retention of Title

The goods remain our property until full payment. The buyer is entitled to sell the reserved goods in the ordinary course of business as long as he is not in default. Pledges or collateral assignments are inadmissible. As a precaution, the buyer assigns to us in full the claims arising from the resale or any other legal reason with regard to the goods subject to retention of title (including all balance claims from current accounts). We revocably authorize the buyer to collect the claims assigned to us for his account in his own name. This authorization to collect can only be revoked if the buyer does not properly meet his payment obligations. If third parties – especially bailiffs – access the goods subject to retention of title, the buyer will point out our right of ownership and inform us immediately. In the event of breach of contract by the buyer, in particular default in payment, we are entitled to take back the reserved goods at the expense of the buyer. If the consumer credit law does not apply, taking back or pledging the goods subject to retention of title by us does not constitute a withdrawal from the contract.

8. Special Printing Conditions

a) Orders based on special templates

If it has been agreed that, for orders based on special templates, the printing documents required for this, such as drafts, drawings and printing plates, are to be produced by us or by third parties engaged by us, the costs incurred for the required number and quality will be charged to the buyer. The buyer can only demand that we hand over the printing documents if they have been paid in full and we have no further claims against the buyer. Goods delivered by us may be provided with manufacturing notes.

b) Under or Over delivery

Technically related customary as well as other minor deviations in the weight, thickness, material and color of the goods are no reason for complaint. Deviations in basis weight depend on the delivery conditions of the manufacturer of these materials. Unless otherwise regulated there, +/- 10% for paper and cardboard is non-repudiable. Technically related dimensional deviations of the material to be processed are permissible up to +/- 10%. Color and register deviations cannot be completely avoided with printed packaging and do not justify complaints or withdrawal. For all productions, excess or short deliveries of up to 20% of the ordered quantity, based on the actual delivery quantity, are permitted. The above percentages are recognized as production-related and customary. We are entitled to deliver one packaging unit as a minimum quantity or to adjust the number of items to the next number resulting from the packaging unit.

c) Quality and print

We use normal printing inks for printing and assume no liability for the lightfastness and durability of the colour. If special Demands on the colour, such as light resistance, alkali fastness, abrasion resistance, etc., must be specifically pointed out in writing by the buyer when the order is placed. No guarantee is given for the durability of the materials and the colors, even if they are described as lightfast, since the raw material and color suppliers also do not guarantee the lightfastness of their colors. The abrasion resistance of the printing inks is also not guaranteed, as abrasion varies depending on the type of ink. Protective coatings carried out at the request of the buyer can improve the abrasion resistance, but cannot guarantee it absolutely. We are not liable for consequential damage from color abrasion. Slight deviations in colors and color fluctuations within an edition or from edition to edition remain reserved. They do not entitle the buyer to refuse acceptance or to a price reduction. It is also pointed out that when printing one on top of the other, strong color changes must occur (translucent effect), which in turn does not entitle you to a complaint. We reserve the right to make deviations in the fabric coloring of the raw material as well as customary deviations from the sample and differences between the proof and the print run due to the printing process. In the case of bronze prints, we reject any liability for damage caused by oxidation. Apart from that, the quality standard for short runs is reduced according to the less favorable production conditions here.

d) Proofs/Plates

Proofs, test prints, sample bags and pouches are only produced at the written request of the buyer. The costs incurred are borne by the buyer. Changes will be made to the stipulated conditions and will be charged additionally. We are not liable for errors not recognized by the buyer. If the buyer does not wish to be presented with a proof, we are not liable for colour, position, printing or typesetting errors. The stipulations on the printing approval forms are binding. All costs resulting from changes made after approval for printing are the responsibility of the buyer.

This also applies to machine downtime costs. If the buyer has the manufacturing or If you do not approve the printing permit within four weeks calculated from the date of the proof, we are entitled to withdraw from the contract after setting a grace period of ten days. This also applies in the event that the buyer does not submit the documents required for production when requested by us. We reject any liability with regard to the printing results of third-party clichés. If plastic products are used, we do not assume any guarantee for the migration of plasticizers, paraffin-soluble dyes and the resulting consequences.

9. Applicable law, place of performance, place of jurisdiction and severability

The place of fulfillment for delivery and service as well as for all rights and obligations arising from these conditions is Korb. The law of the Federal Republic of Germany applies to these business relationships between us and the customer. If the customer is a registered trader within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the district court of Waiblingen or the district court of Stuttgart is the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. Should a provision in these terms and conditions or a provision within the framework of other agreements be or become invalid, the validity of the remaining provisions or agreements are not affected.