

### § 1 Scope of application

1. Our terms and conditions apply exclusively; any contradictory, additional or varying terms and conditions of the customer are not a part of the contract unless we have explicitly accepted their validity. Our terms and conditions also apply if we carry out the delivery unconditionally in full knowledge of the contradictory or varying terms and conditions of the customer.
2. Our terms and conditions apply to companies (§ 14 of German Civil Code, BGB), legal person under public law or special funds under public law.

### § 2 Offers and orders

1. Our offers are without obligation and subject to changes.
2. The order of the goods by the customer is valid as a binding contract offer. When the customer receives an acknowledgement for his order, it does not provide the acceptance of the order but merely documents that the order has been received. The binding order acceptance only comes into force by our order confirmation or order execution. Unless stated otherwise in the order, we are entitled to accept the contract proposal of the customer within two weeks following the receipt of the order.
3. Any print proofs, print samples, illustrations, any specifications of weight, measures, colors and services as well as other descriptions of the goods from the documents which are part of the offer apply only approximately if they are not explicitly designated as binding. They do not represent any agreement or guarantee of the prospective properties of the goods.
4. We reserve the proprietary rights and/or all rights of use for all our submitted offers and cost estimates as well as for all provided print proofs, print samples, illustrations, calculations, brochures, catalogues and other documents. Without our explicit authorization, the customer is not entitled to make them accessible to third parties per se or their contents, nor to announce, use himself or by third parties, neither let use, nor duplicate. He must return the documents completely upon our request when he does not need them in the regular course of business or when negotiations do not lead to the signing of a contract. In this case, any copies the customer has made must be destroyed only except for those used for retention within the legal retention requirements as well as data storage for backup purposes within the common data backup.
5. Unless agreed otherwise, we reserve the right to place our company text and/or our company logotype onto the goods and deliveries and/or packaging of any type.

### § 3 Our prices

1. Prices quoted in our offer or our order confirmation are valid with the reservation that the order data on which the order is based remains unchanged.
2. The costs incurring due to the subsequent changes by the customer can be charged additionally based on our common cost rates. This includes also, if necessary, the required costs for the changing or new creation of images, drafts, print proofs, samples and tools as well as possible machine downtime caused by the changes.
3. Efforts which exceed the scope of order, for example not included or additional outlines, drafts, sample type settings, print proofs, galley proofs, as well as the required changes of delivered/submitted printing data and similar preparatory work initiated by the customer will be invoiced additionally based on our common rates.
4. Our prices are quoted ex works; they do not include the packaging, freight, postage, insurance and other delivery costs, for export deliveries customs duties as well as fees and public charges.
5. The legal VAT is not included in the price and will be listed separately in the invoice in the legal height valid on the day of invoicing.

### § 4 Provisions of the customer

1. Customer's specifications like e.g. drawings, manuscripts, types, samples, print- and stamping templates, raw materials, (printing) data including its media and further items (in the following "provisions") provided by the customer or by the third party engaged by customer are not subject to examination on our part. This does not apply to provisions which obviously cannot be processed or unreadable provisions.
2. The printing data must comply with the technical standards of printing industry as well as with the requirements in accordance with our "[Important information for printing data delivery](https://www.robos.de/downloads/Druckdaten_Checkliste_engl_02_2018.pdf)". (download available: [https://www.robos.de/downloads/Druckdaten\\_Checkliste\\_engl\\_02\\_2018.pdf](https://www.robos.de/downloads/Druckdaten_Checkliste_engl_02_2018.pdf)).
3. Due to the automated processes during the data processing we cannot proofread the customer's printing data and are not obliged thereto, unless it is explicitly agreed upon in writing. The customer is responsible for the correctness of his printing data and of the transmission to us.
4. As far as we enable the possibility to upload the printing data to our customer portal (in the following "portal") by the customer himself, we will send the customer the respective link to the portal. We will archive the data uploaded by the customer via this link for the respective printing order. The customer receives an automatically generated email from us with the data received. He is obliged to check the uploaded data for complete and correct transmission and to approve it (cf. §7 para. 1, Approval by customer).
5. For the data transmission the customer must apply virus protection programs which comply with the latest technical standards before transmission.
6. The data protection is customer's sole responsibility. We are entitled to copy the data to fulfil our services. The data and media of the customer will be stored beyond the date of goods' delivery only upon explicit agreement and are subject to separate compensation.

### § 5 Third-party rights on the customer's provisions

1. The customer warrants to us that the provisions are free of any third-party rights. The customer is solely responsible for the examination of the right of reproduction.
2. In the event of claim by us based on the infringement of third-party rights, the customer indemnifies us from all claims made by the third party including the costs of legal defense and/or prosecution.
3. In case of assertion of rights by a third party respective the provisions of the customer we are permitted to cancel or to stop the production and/or delivery to the customer temporarily until the legal situation is clarified. Any further claims by us remain unaffected.

4. Previous para. 3 is correspondingly valid if we have a reasonable ground that customer's provisions infringe the third-party rights and the customer fails to eliminate our concerns immediately upon request.

### § 6 Intermediate products and manufacturing equipment

1. We acquire the ownership and/or all rights of use for all intermediate products and/or manufacturing equipment like drawings, illustrations, representations, calculations, execution instructions and other documents as well as for the (die-cutting) instruments, templates, samples, models, software and other items (in the following "manufacturing equipment"), which we produce or let produce by a third party for the processing of the customer's order.
2. Para. 1 is also valid if we (partially) invoice the costs for the manufacturing equipment to the customer. In this case, however, we will archive the manufacturing equipment for at least two years after the delivery of the last goods produced with this manufacturing equipment for the possible customer's reorders. Following this we are entitled to dispose the manufacturing equipment without entitling the customer to any kind of refund claims. The same applies when the manufacturing equipment has reached the end of its service life or cannot be used for other reasons, for instance because the machine, for which the manufacturing equipment has been produced, reached the end of its service life or has been replaced by us for any other reasons.
3. The customer is not entitled to claim the reuse of the manufacturing equipment produced for the processing of his order for the reorders, even if we (partially) invoice the production costs. Furthermore, we are not obliged to the maintenance or reparation of the manufacturing equipment.
4. Moreover, in commercial trade the practice of the printing industry applies (e.g. no claims for delivery of intermediate productions like data, lithographs, printing plates, die-cut instruments which will be produced for the manufacturing of the owed final product), as far as no deviating order has been placed.

### § 7 Approval by the customer and modification requests

1. The customer must check the sent pre- and intermediate production like for example galley and press proofs in any case. We are not liable for any errors overseen by the customer except for errors which occur or can be recognized during the processing after the print approval. The same applies to all other approval declarations by the customer.
2. Modification requests must be made in textual form (email) or via our portal. Regarding the costs § 3 para. 2 applies.

### § 8 Delivery and delivery time

1. Unless not explicitly agreed otherwise, our deliveries are made ex works (place of performance). Upon request and at the expense of the customer the goods can be shipped to any other destination. Unless not agreed otherwise, we are entitled to decide about the type of delivery (especially about the shipping company, shipping way and packaging).
2. During the transportation the goods can be insured upon customer's wish and at his expense.
3. We are entitled to partial deliveries or partial performance insofar as it is reasonable for the customer.
4. Delivery time and/or delivery dates will be agreed individually or we will specify them in the order confirmation after the material availability check.
5. If shipping has been agreed, the delivery time and date apply to the time of the transfer to the forwarder, carrier or any other third party assigned to the transport.
6. We will inform the customer about any performance delays immediately following our acknowledgement. We are not responsible for the performance delays due to force majeure, e.g. strikes, lockouts in third party factories or our factory (in the last case only if the labor dispute is legal), official instructions, general telecommunication problems or other circumstances which are not our fault (in the following "force majeure") or circumstances in the responsibility of the customer (e.g. not timely performance of the act of cooperation, esp. approvals by the customer) and they entitle us to delay the processing of the affected performance for the duration of delay plus appropriate start-up time. If the force majeure lasts for more than three months without interruptions, we as well as the customer are freed from the performance obligations. Our farther-reaching claims or rights, especially based on default of acceptance by the customer, remain unaffected.
7. We do not assume the procurement risk. This entitles us to terminate the contract as far as we do not receive the goods despite our previous conclusion of corresponding procurement agreement. We will inform the customer immediately about the delay of goods availability and, in case of cancellation, refund with the corresponding consideration immediately.
8. In case of delivery delay the customer is entitled to terminate the contract after unsuccessful expiration of the appropriate grace period under the threat of performance refusal which he sets us after the occurrence of the delay.
9. Apart from that, for any possible customer's claims for compensations or reimbursements incurred in vain in case of delivery delay or performance impossibility the regulations of § 13 apply.

### § 9 Transfer of risk and default of acceptance

1. The risk of accidental destruction and accidental deterioration of the goods passes to the customer latest with the goods being handed over to him. In case of sales shipment the risk of accidental destruction and accidental deterioration of the goods as well as risk of delay passes to the customer with handing over the goods to the forwarder, carrier or any other third party assigned to the transport. This also applies for partial deliveries. The default of acceptance by customer equals to the handover.
2. If the customer is in default of acceptance or violates culpably any other obligations of cooperation, then we are entitled to demand compensation for damages incurred to us including possible additional expenses, e.g. storage costs. Any further claims by us or our rights remain unaffected.

### § 10 Payment conditions, default of payment and retention right for provisions

1. Unless explicitly agreed otherwise, the payment is due immediately after the receipt of the invoice without any deductions.

2. The invoice will be issued on the date of delivery, partial delivery or readiness for delivery (collectable debt, default of acceptance).

3. Discount and/or reductions require an explicit agreement. A possible discount agreement does not apply to freight, postage, insurance or other shipping costs as well as to customs duties and charges.

4. In case of default of payment the customer has to pay the default interest at a rate of 9 (nine) per cent above the respective base interest rate per annum. Moreover, we can charge a fixed rate of EUR 40 (forty). We reserve the right for application of higher interest rate and/or claims for any further damages. The fixed rate per second sentence shall be deducted from the indemnity insofar the damage is justified in costs of prosecution. Any possible claims for maturity interest especially towards traders in accordance with § 353 of German Commercial Code (HGB) remain unaffected.

5. If the fulfilment of the payment claim is endangered due to deterioration of the customer's financial situation which occurred after the conclusion of the contract, then we may demand prepayment, retain the yet undelivered goods as well as stop all further work. We are also entitled to these rights if the customer is in default with the payment for contractual deliveries based on the same legal relationship. § 321 para. of German Civil Code (BGB) remains unaffected.

6. The customer can only set off an undisputed or legally binding claim or enforce the right of retention. This does not apply to customer's possible claims for completion or correction costs.

7. We reserve the right of retention for the provisions delivered by the customer in accordance with § 369 of German Commercial Code (HGB) until the complete fulfilment of all due claims of the business relation.

#### § 11 Reservation of title

1. We reserve the title of the delivered goods until the receipt of the complete payment from the business relation with the customer.

2. In case of court seizures or other interventions by third parties the customer has to inform us immediately in writing.

3. The customer is entitled to resell the goods subject to the reservation of title in the ordinary course of business; hereby he already assigns to us all claims to the final amount of the invoice (including VAT), which arise from his reselling to his customers or third parties, irrespective of whether the goods have been resold without or after processing. The customer also remains entitled to collect the claims after the assignment. Our authorization to collect the receivables ourselves remains unaffected therefrom. However, we are obliged not to collect the claims as long as the customer fulfils his payment obligations from the received revenues, does not delay the payments and, in particular, there is no application for the initiation of bankruptcy or the payments have not been suspended. If, however, this is the case, we can request that the customer informs us about the assigned claims and their debtors, provides all information required for the collection, hands over the relevant documents and notifies the debtors (third parties) about the assignment.

4. The processing or remodeling of the goods by the customer happens always on our behalf. If the goods will be processed with other items not belonging to us, we acquire co-ownership of the new objects at the ratio of the value of the goods (final invoice amount including VAT) to the other processed objects at the time of processing. The customer will keep the new objects on our behalf. The same conditions which apply to the goods under reservation of title shall apply to the processed or remodeled object.

5. We undertake to release securities we are entitled to at the customer's request insofar as the value of our securities exceeds the claims to be secured by 10%; the choice of the securities to be released is our responsibility.

#### § 12 Defect rights

1. The warranty claims of the customer are only valid if the customer has properly met his duties of examination and reprimand in accordance with § 377 of German Trade Code (HGB).

2. If the delivered goods are defective, we can choose whether to provide supplementary performance either by remedying the defect (subsequent improvement) or by supplying the item free from defects (replacement).

3. We are entitled to make the supplementary performance dependent on the fulfilment of the due payment by the customer. However, the customer is entitled to retain a reasonable share of the price in relation to the given defect.

4. The customer has the duty to give us the time and occasion for the owed supplementary performance, especially to hand over the defective goods for inspection reasons. In case of replacement delivery, he has to return the defective goods to us in accordance with legal regulations.

5. If a part of the delivered goods is defective, the customer is not entitled to reject the complete delivery unless the partial delivery is of no interest to the customer.

6. In all manufacturing processes, minor deviations from the original in the colored reproductions may not be a reason for a complaint. The same applies to the comparison of other templates (e.g. digital and press proofs) and the final product.

7. Generally the ordered quantity will be delivered. However, the customer is obliged to accept the delivery with plus or minus 10% of the ordered quantity due to production processes as contractually approved, whereas the total price rises or reduces in per cent accordingly. The percentage increases to 15% for difficult color prints and special productions.

8. The expenses which are necessary for inspection and supplementary performance, in particular the costs for transportation, route, work and material shall be borne by us if the defect actually exists. The costs will not be borne by us insofar the additional costs arise from the goods being in a place different from the place of performance.

9. If the customer's claim for repair turns out to be unjustified (in the following "pseudo-defect"), we may request the customer for the replacement of the arisen costs, unless the customer could not realize the pseudo-defect even applying the required diligence.

10. If the supplementary replacement fails or if it is unreasonable to the customer, or shall we deny both kinds of supplementary replacement in accordance with § 439 para. 3 of German Civil Code (BGB), the customer can choose either to demand for reduction or to cancel the contract in accordance with legal regulations.

11. Apart from that, for the possible claims for damage or for the reimbursement of futile expenses the regulations in § 13 apply.

12. The limitation period for warranty claims for customer is one year starting with the delivery of goods. The legal limitation period applies for liability for damages in case of intention, gross negligence or fraudulent concealment of a defect, in case of personal injury to life, body or health, or defects of title in accordance with § 438 para. 1 no. 1a of German Civil Code (BGB), for guaranties in accordance with § 444 of German Civil Code (BGB), for the claims for supplier recourse in case of final delivery to the consumer (§ 479 of German Civil Code, BGB) as well as for claims under the German Product Liability Act.

13. The previous para. 12 applies accordingly to the limitation period for claims of any kind against us by the customer which are based on the defect of goods unless the application of the legal limitation period would lead to a shorter limitation period on a case-by-case basis. The limitation period of other claims in accordance with sentence 1 starts, differing from § 12 para. 12, with the legal limitation period.

#### § 13 General liability

1. We are liable - irrespective of the legal reason - for claims for compensations or reimbursement of futile expenses on basis of the following conditions stated below in (a) and (b):

(a) We are liable in case of intent or gross negligence without limitation. In cases of minor negligence, we are only liable for damages resulted from the violation of the essential contractual obligation (obligations, only the fulfillment of which makes the proper execution of the contract possible and the customer relies and may rely on this obligation on regular bases); however, in this case our liability is limited to the replacement of the contract-typical, predictable damage.

(b) The from (a) resulting exclusions from liability and liability restrictions do not apply if we fraudulently conceal a defect, provide a guarantee for the properties of the item, for damages resulting from personal injury to life, body or health as well as in case of liability per German Product Liability Act.

2. To the extent that our liability is limited or excluded, this also applies to the personal liability of our legal representatives and vicarious agents.

#### § 14 Final regulations

1. The place for jurisdiction for all possible legal disputes arising from the business relationship between us and the customer as a merchant in accordance with German Trade Code (HGB), a legal entity under public law or the bearer of special funds under public law is our registered office in Kornwestheim. We are entitled to sue the customer at his registered office as well as at any other legal place of jurisdiction.

2. The relation between us and the customer is solely subject to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of April 11th, 1980 (CISG) does not apply.

3. If any individual regulations of these terms and conditions are or become invalid, it does not affect the validity of the other regulations.

As of: April 23<sup>rd</sup>, 2017.