# SINC NOVATION GMBH
## General terms and conditions of sale

### I. Scope

1. The following terms and conditions (hereinafter "GTCS") apply to all contractual relationships which oblige SINC NOVATION GmbH (hereinafter "Company") to supply goods and services to a third party (hereinafter "Customer"). These GTCS, as amended from time to time, also apply to all future legal transactions within the ongoing business relationship with the Customer, insofar as these are legal transactions of a related nature, in particular all supplementary or amendment agreements and follow-up orders relating to the individual contractual relationship. The current version of the GTCS can be found at www.sincnovation.com/pdf/AVB_SINC_NOVATION.pdf.
2. Individual contractual agreements between the Company and Customer take precedence over these GTCS in any case. In the absence of proof to the contrary, a written contract or written confirmation by the Company will be deemed authoritative regarding the content of such agreements.
3. The Customer's general terms and conditions are hereby expressly rejected. These only apply if and to the extent that the Company has expressly confirmed them in writing. The rendering of the performance owed or other performance of the contract is not to be regarded as such confirmation under any circumstances. Insofar as the Company has agreed that the Customer's general terms and conditions apply, the Company's GTCS continue to apply in parallel to the extent that they are not in contradiction to the Customer's general terms and conditions.
4. The Company's GTCS apply exclusively to business transactions with traders within the meaning of S. 14 BGB (German Civil Code), legal entities under public law and/or special funds under public law.
5. References to the applicability of statutory provisions are for clarification purposes only. Statutory provisions therefore apply even without such clarification, unless they are directly amended or expressly excluded in these GTCS.

### II. Definitions

1. Written form within the meaning of these GTCS includes written and text form (e.g. letter, email, fax). Statutory formal requirements and requirements regarding further evidence, in particular in the event of doubts concerning the legitimacy of a person making a declaration, remain unaffected by the above.
2. Force majeure within the meaning of these GTCS is any event beyond the control of a party which by its nature was or is unforeseeable and/or unavoidable, including, but not limited to, storms, floods, riots, fires, crop failures, sabotage, civil war, intervention by civil or military authorities, non-issuance of export licenses, war and acts of war and other armed acts, terrorism, power and energy failures, pandemic events, and strikes and other industrial action. Similarly, supply chain disruptions resulting directly or indirectly from such events are also considered force majeure events.

### III. Offers and orders

1. Information in the Company's catalogs, price lists and product descriptions, including in electronic form, is subject to change unless stated otherwise in the following provisions.

2. The Customer's order of goods or commissioning of services constitutes a binding offer to enter into a contract, unless clearly stated otherwise in the order or commission, in which case the contract is made by the Company declaring its acceptance.
3. If the Company makes an offer that is expressly designated as binding, the contract with the Customer is made if the Customer accepts the Company's offer within a period of two weeks from the offer date. Once this period has expired, the Company is no longer bound by the offer.

## IV. Performance, delivery and passing of risk

1. The place of performance is the Company's registered office as a matter of principle. The Customer is responsible for collecting the performance owed at the place of performance.
2. The Company is obligated to provide the performance owed for collection at the place of performance and at the time of the agreed performance date.
3. If the Company is to ship the performance owed to the Customer's registered office or another place designated by the Customer, this will only be done at the Customer's request. The choice of the method and route of shipping is at the Company's discretion, unless the Customer instructs otherwise by the time the contract is made. If such an instruction is only given after the contract has been made, the Customer must bear all additional costs incurred as a result. In all other respects, the Customer bears the costs of shipping. Transport insurance is only taken out at the Customer's express request and expense.
4. If the performance owed is shipped at the Customer's request and the Company chooses the method and route of shipping, the agreed performance period is deemed to have been complied with if the performance owed is handed over to the relevant carrier within the performance period.
5. In case of call orders without specifically agreed performance dates and/or production batch sizes, the Company may request the Customer to specify these parameters in a binding manner three months after the contract has been made at the latest. If the Customer fails to comply with this request within a reasonable period set by the Company, the Company may set a further two-week period and, if that grace period expires unsuccessfully, declare its withdrawal from the contract.
6. Compliance with the agreed performance dates is always conditional upon the Customer fulfilling its obligations to cooperate in a timely manner, in particular by providing documents, obtaining permits and approvals, providing materials, making an advance payment, etc., insofar as this has been agreed. In these cases, the Company's performance period only commences once the Customer has fulfilled its obligations to cooperate. Otherwise, the performance period is extended accordingly. The Company may require the Customer to compensate the Company for any losses, including additional expenses (e.g. storage costs), which result from a failure to cooperate or failure to cooperate in a timely manner for which the Customer is responsible, or which result from other circumstances for which the Customer is responsible, and the Company may require the Customer to pay the Company reasonable compensation within the meaning of S. 642 BGB (German Civil Code).
7. If a change to the original object of performance is agreed during the term of the contract, the performance period is adjusted accordingly.
8. Likewise, the performance period is extended accordingly in the Company's favor if delays occur due to force majeure or external or internal industrial action. In this case, the performance period is extended

by the period during which the event or industrial action continues. If the industrial action affects the Company's own business operations or those of an affiliated company, the performance period may only be extended if the action is lawful. The Company will inform the Customer promptly if such circumstances arise and when they end.

9. If a specific performance date has been agreed with the Customer and this deadline is exceeded, the Customer may only withdraw from the contract and/or, in the event of fault on the Company's part, assert claims for damages if the Customer has previously set the Company a reasonable grace period which also expired without success. The right to withdraw from the contract is excluded if the performance period could not be complied with because the Customer failed to cooperate or failed to cooperate in a timely manner in accordance with para. 4.
10. In exceptional cases, the Company may discharge itself from its obligation to perform vis-à-vis the Customer by issuing a written declaration of withdrawal if the Company's upstream supplier failed to supply or failed to supply in a timely manner and/or failed to supply correctly. This applies if the Company has made a relevant contract with the upstream supplier to obtain materials, tools, etc. which are at least partly intended to serve performance of the contract with the Customer (matching hedging transaction), and timely and complete supply by the upstream supplier could further be expected based on careful consideration. The right of withdrawal is excluded if the Company culpably caused the failure to obtain the goods.
11. If the quality of the performance owed by the Company permits, the Customer is obligated to accept partial performances, provided that this is reasonable for the Customer.
12. The risk of accidental deterioration, accidental destruction or loss of the performance owed and the risk of counter-performance (price risk) pass to the Customer at the time of collection by the Customer or upon handover to the carrier.
13. Notwithstanding the foregoing, the risk passes to the Customer in any case as soon as the Customer is in default of acceptance.

## V. Acceptance, notice of defects

1. If the Company's obligation to perform consists in the production of a work within the meaning of S. 631 BGB (German Civil Code), the Customer is obligated to accept the work upon collection or upon delivery by the carrier. This does not apply in the case of contractual relationships within the meaning of S. 650 BGB. Insofar as the Company's performance consists in the sale of goods, the Customer must inspect the goods upon collection, but no later than upon delivery by the carrier, and report any defects without delay. The provisions of S. 377(2) HGB (German Commercial Code) remain unaffected by the above.
2. The Customer must not refuse acceptance of the object of performance for immaterial defects.
3. If the Customer is in default of acceptance, the Company may require the Customer to pay liquidated damages in the amount of 0.5% of the total order value for each week of default or part thereof up to a maximum amount of 5% of the total order value, unless the Customer provides evidence that no damage or a lesser damage was incurred. If default only affects a contractually agreed partial delivery, liquidated damages are calculated on the basis of the respective part of the relevant payment. The Company reserves the right to assert claims for damage actually incurred in excess of this amount.

4. In the event of default on the part of the Customer and subsequent fruitless expiry of a grace period, the Company may furthermore deposit the object of performance or sell it by way of self-help sale, if the Company has given the Customer prior notification.
5. If the Customer terminates the contract for any reason for which the Company is not responsible, the Company may demand a lump-sum payment of 10% of the contractually agreed total payment.

## VI. Prices, payment

1. Insofar as prices have not been expressly agreed, the Company's list prices valid on the day the contract is made are deemed to have been agreed. The prices stated in offers marked as binding are only binding for the Company within the acceptance period.
2. The prices reflect the cost situation at the time the order is confirmed. If the cost factors associated with the performance owed, e.g. transport and storage costs, wage costs, material and raw material prices and costs of distribution, increase in the period between the order confirmation and the agreed performance date, without the Company being at fault, the Company may adjust the agreed price by the additional costs actually incurred or still to be incurred.
3. Any additional costs incurred due to the Customer subsequently initiating an amendment to the content or scope of services to be provided must be borne by the Customer. Subsequent changes also include repetitions of test press proofs produced at the Customer's request, unless these are due to deviations for which the Company is responsible.
4. If performance of the delivery or service is disrupted or delayed for reasons for which the Customer is responsible, any additional costs incurred, including for waiting times, as well as possibly for additional travel to and from sites, etc., will be invoiced separately.
5. The Company's prices are exclusive of the statutory value added tax applicable at the time. They are ex works and therefore do not include costs of packaging, freight, postage and insurance or other shipping costs.
6. The Company's claims for payment become due immediately as soon as the service has been provided and the invoice has been received by the Customer. However, the Company is entitled at any time to perform a delivery or service, whether in whole or in part, against advance payment only, even within the framework of an ongoing business relationship. The Company will make a relevant reservation as it confirms the order at the latest.
7. The Customer may not make any deductions from the invoice amount. The invoice is issued on or after the agreed day the delivery or service is provided; alternatively, upon the Customer's request, on the day of handover to the carrier or another person designated to handle transport.
8. Any discount exceptionally agreed in derogation of para. 6 does not apply to freight, postage, insurance or other shipping costs.
9. Payments and invoices must be made in euros only.
10. Incoming payments are offset against costs, then against interest and finally against the principal claim.

11. Checks, bills of exchange and other payment instructions are only accepted following special agreement and only by way of provisional performance. All collection and interim interest charges are payable by the Customer immediately upon receipt of the relevant debit note. The Company only accepts liability for the timely presentation, protest, notification and return of a dishonored bill of exchange in the event of intent or gross negligence on its part as well as on the part of its legal representatives and vicarious agents.
12. If partial deliveries are permitted and with regard to materials specially provided for performance, the Company may demand a part payment in accordance with S. 632a BGB (German Civil Code).
13. If there is a risk that the claim for payment may not be satisfied due to an inability to perform on the part of the Customer which only became apparent after the contract was made, in particular if the Customer's financial circumstances deteriorate, the Company may refuse performance unless the Customer either satisfies the claim or provides an appropriate security at the Customer's discretion. If payment is not made or if an appropriate security is not provided within a reasonable period of time set by the Company, the Company may finally withdraw from the contract. In case of contracts for the production of items made to specification (custom-made items), the Company may withdraw immediately, with the statutory provisions regarding the dispensability of setting a deadline remaining unaffected by the above.
14. The Customer is in default with its payment obligation if the Customer fails to comply with this obligation within 14 days from the invoice date. No further notice of default is required on the Company's part. For a payment to be received in a timely manner, the respective amount must be received in one of the Company's bank accounts.
15. If the Customer defaults on payment, the Customer is subject to interest on the monetary debt at the statutory default interest rate applicable at the time unless the Company is entitled to interest at a higher rate for another legal reason. The Company reserves the right to assert claims for other damage incurred in excess of this amount.

## VII. Provision of documents and records by the customer

1. The documents and records to be provided by the Customer for the rendering of the performance owed must be provided in a form which allows them to be read without additional effort.
2. The Customer must supply digitally transmitted print documents free of computer viruses, computer worms and other executable programs that are contrary to the intended use. In particular, the Customer is obligated to use commercially available protection programs for this purpose, which must be technically up to date. If the Company finds that a file transmitted to it contains executable programs of the type referred to above that are contrary to the intended use, the Company will discontinue the use of that file and delete it insofar as this is necessary to prevent or mitigate damage (in particular to prevent the executable programs contrary to the intended use from infecting the Company's data processing systems).
3. The Company reserves the right to claim damages from the Customer if it has suffered damage as a result of such executable programs that are contrary to the intended use and that have been introduced by the Customer.
4. The Customer must also bear any additional expenses resulting from an illegible manuscript.

## VIII. Assignment, set-off, right to refuse performance and right of retention of/by the Customer

1. The Customer may not assign its claims arising from any part of the business relationship without the Company's prior written consent, unless the Customer has an overriding interest in being able to assign the claim, in which case the Customer must notify the Company of the assignment in writing without delay. If, in the event that consent is refused, the assignment of a monetary claim is nevertheless effective in accordance with S. 354a HGB (German Commercial Code), the assignor must reimburse the principal for any additional costs incurred in connection with the assignment.
2. The Customer may only assert set-off, a right of retention or a right to refuse performance if its counterclaim is undisputed or has been finally determined by a court of law.
3. In addition, the assertion of the right of retention or the right to refuse performance requires the counterclaim to be based on the same contractual relationship.

## IX. Reservation of title

1. All goods supplied by the Company remain the Company's property until the respective compensation, including all ancillary claims arising from this contract as well as all claims, including future claims, arising from the entire, ongoing business relationship, has been paid in full.
2. The Customer must handle the delivered goods with care until the title to the goods finally passes to the Customer. Insofar as high-value goods are concerned, the Customer must insure them adequately against fire, water, storm and theft at replacement value. By placing its order, the Customer assigns all claims to insurance benefits to the Company by way of security, and the Customer must notify the insurer accordingly at the Company's request. Once the condition set out in para. 1 occurs, these claims will be deemed to have been reassigned.
3. The Customer may not pledge or assign as security any goods subject to reservation of title. If goods subject to reservation of title are seized or otherwise affected by third-party interventions or if an application is made to open insolvency proceedings against the Customer's assets, the Customer must notify the Company promptly in writing, submitting the relevant documents. In these cases, the Customer must support the Company in every appropriate manner in enforcing the claims to which the Company is entitled. The Company's goods subject to reservation of title must be excluded by express declaration vis-à-vis the secured party and clearly marked before an entire stock of goods may be assigned as security.
4. The Customer may only process and transform goods subject to reservation of title in the Company's name and on the Company's behalf in the ordinary course of business. In this case, the Company acquires a prorated co-ownership share in the newly created item based on the ratio between the value of the goods subject to reservation of title at the beginning of the processing, combination or mixing, and the value of the new item.
5. The Customer assigns to the Company in advance the purchase price claims resulting from a resale of the goods subject to reservation of title in the ordinary course of business to the extent of the Company's claim for compensation plus ancillary claims. This applies regardless of whether the goods were sold before or after further processing. The Customer retains the right to collect the assigned claims. Upon request, the Customer must provide the Company with all necessary information regarding third-party debtors.

6. The Company may realize the securities to which it is entitled after prior warning as soon as the Customer is in default of payment. Instead of realizing the securities, the Company may also disclose the security assignments to third-party debtors by notification. The Company may also realize the securities if the Customer has breached other contractual obligations, placing the securities at risk, and the Customer has failed to remedy this situation within a reasonable deadline set by the Company, accompanied by a warning that the securities may be realized. The securities may be realized by private sale. The proceeds, after deduction of the costs incurred, will be credited to the Customer's debt, and any credit balance will be paid to the Customer.
7. If the Customer breaches its obligations, in particular by defaulting on payment, and the Company is entitled to withdraw from the contract and declares its withdrawal as a result, the Customer must bear the costs resulting from the Company taking back the goods subject to reservation of title. Further claims for damages or reimbursement of expenses remain unaffected by the above.
8. As soon as the securities exceed the value of the claims to be secured by more than 10%, the Company will, at the Customer's request, release securities in the amount of the excess value to the Customer, reserving the right to select the securities to be released.

## X. Warranty and general liability

1. The Company's warranty for defects is subject to the relevant statutory provisions, supplemented and amended by the following provisions.
2. All product features defined by standards or other legal regulations apply to the respective contractual relationship, provided that they are German standards or standards of the European Union (EC, EEC) or legal regulations which have been transformed into German law. These legal regulations are also effective regarding possible tolerances allowed under these regulations (e.g. ISO 7810, 7811ff, 7816ff, 10536, 14443, 15693, etc.). This provision does not constitute an assurance in the form of a warranty promise.
3. Any further claims by the Customer must be explicitly stated by the Customer during the contractual negotiations. Such Customer claims only become part of the contract and thus the content of the Company's performance obligation once the Company has finally confirmed them in writing. Para. 1 sentence 3 applies accordingly.
4. The Company reserves the right to make technical improvements and other immaterial changes or customary deviations from the data and technical specifications stated in the contract, in its catalogs, offers and order confirmations.
5. The Company does not give any assurances. Its employees are also not authorized to make any representations vis-à-vis the Company's customers. Furthermore, the Company's employees are not authorized to give any guarantees unless these are granted to the Customer in writing by Company personnel authorized for this purpose. No independent obligations may be derived from manufacturers' warranty promises vis-à-vis the Company.
6. In the case of goods with digital elements or other digital contents, the Company only owes the provision and, if applicable, the updating of digital contents insofar as this results expressly from a quality agreement.
7. In case of a defect, the Company may, at its own discretion, remedy the defect or supply a non-defective item (subsequent performance). The Company will notify the Customer of its chosen subsequent

performance option within two weeks of notification of the defect. If, in individual cases, the subsequent performance option chosen by the Company is unreasonable for the Customer, the Customer may reject it by notifying the Company in writing, stating the reasons making the respective subsequent performance option unreasonable for the Customer. If the Customer does not reject the chosen subsequent performance option within two weeks from notification, the respective subsequent performance option will be deemed to have been approved. The Company's right to refuse subsequent performance under applicable statutory conditions remains unaffected by the above.

8. The Customer may only withdraw from the contract or reduce the price payable due to defective delivery if subsequent performance has failed, is impossible, has been refused by the Company, has been reasonably rejected by the Company for incurring disproportionate costs, or if the reasonable period for subsequent performance has otherwise expired without success. However, withdrawal is excluded in case of immaterial defects.
9. Warranty claims require the Customer to have fulfilled its obligations in accordance with S. 377 HGB (German Commercial Code) or Section V of these GTCS respectively. Upon receipt, the Customer must in particular inspect the performance owed, both the preliminary and intermediate products provided for correction purposes and the finished products, for conformity with contractual specifications without delay. If defects are found during the inspection or at a later time, these must be reported to the Company in writing without delay. In any case, notice of obvious defects must be given in writing within a period of one week from delivery, and notice of defects not detectable during inspection must be given within the same period from the time they are discovered.
10. If the Customer agrees to the preliminary and intermediate products provided to the Customer (e.g. proofs, press proofs or blueprints) and therefore approves them (imprimatur), in particular in case of print orders, any further warranty claims based on defects which were detectable by the Customer at the time of approval are excluded. If printed manuscripts are provided, the Company is not obligated to send a proof.
11. The Customer may only withdraw from or terminate the contract due to a breach of obligation that does not consist of a defect if the Company is responsible for that breach of obligation. In the event of a culpable breach of obligation in accordance with sentence 1, the Customer may only withdraw from the contract once a reasonable deadline for remedying the breach of obligation has been set by the Customer in writing and expired unsuccessfully, and the Customer then declares its withdrawal from the contract in writing within 2 calendar weeks of the grace period having expired.
12. The Customer must in any case comply with its duty to mitigate damage and may not suspend its payments on outstanding invoices.
13. The Company is not obligated to pay damages in case of a breach of obligation that was not committed intentionally or grossly negligently by the Company, its legal representatives and/or its vicarious agents, unless the breach constitutes a breach of a material contractual obligation, compliance with which is indispensable for achieving the purpose of the contract. The amount of a substantiated claim for damages is limited to the reasonably foreseeable damage typical for the respective kind of contract. The exclusions or limitations of liability set out in the two preceding sentences do not apply if the breach of obligation has resulted in injury to life, limb or health. They also do not apply to any claims under the German Product Liability Act or insofar as the Company has given a warranty declaration or insofar as the Company has fraudulently concealed a defect.

14. The Company does not accept liability for any processing costs incurred, loss of production, loss of revenue and/or any other direct or indirect loss or damage suffered by the Customer or any third party. Insofar as the Company is liable in the event of substantiated damage, the Company's liability is limited to the maximum amount of its liability insurance in each case. Further claims, in particular for damages, are excluded, except in the case of intent and gross negligence. Generally excluded are all claims for consequential damage or damage caused by any improper, incorrect or inappropriate handling, use or commissioning of the products supplied by the Company. The above limitations of liability also apply with respect to the Company's employees and other vicarious agents.
15. In particular, the Company accepts no liability for the quality and accuracy of third-party products and services ordered through its web system. These are manufactured by third parties and delivered to the customer independently of the Company.
16. Furthermore, the Company does not accept warranty claims for defects as long as and to the extent that the Company itself has claims against a third party as a result of the same circumstance and assigns these claims to the Customer, unless the Customer's relevant claims fail in whole or in part despite prior legal recourse against the third party.
17. Within the scope of the above provisions, the Company warrants that the performances owed by it will be free of defects for a period of 12 months (1 year) from the date of acceptance or an event equivalent to acceptance in accordance with statutory provisions.
18. The preceding provisions do not modify the burden of proof rules provided by law.

## XI. Force Majeure

1. If force majeure prevents the Company from fulfilling its contractual obligations, in particular from handing over or providing its performances, the Company is released from its obligation to perform for the duration of the impediment as well as a reasonable subsequent start-up period, without being obligated to compensate the Customer for damages.
2. The Company may withdraw from the contract in whole or in part if such an impediment persists for more than four months and the Company's interest in contract performance ceases as a result of the impediment. At the Customer's request, the Company will, after the expiry of this period, declare whether it will exercise its right of withdrawal or provide the service within a reasonable period of time.
3. If the Customer is prevented from fulfilling its contractual obligations due to force majeure or if the Customer is concerned that it will not be able to fulfill its contractual obligations in a timely manner due to force majeure, the Customer must notify the Company accordingly in writing without delay. In this case, the Company may withdraw from the contract in whole or in part if the Company's interest in contract performance ceases as a result of the impediment.

## XII. Storage, insurance and right of retention

1. Items provided by the Customer must be delivered to the Company's premises free of charge. If items owned by or in the possession of the Customer are transported to the Company, any such transport is at the Customer's risk. The Customer must arrange for transport insurance at its own expense.
2. The Customer must ensure that the provided items are of the quantity agreed and the quality required or agreed for further processing. Receipt of such items is acknowledged without warranty as to the correctness of the quantity designated as delivered or as to the regularity of the items provided. If, after

the items provided by the Customer have been received, a difference is noted in their quantity and/or quality such that the Company is unable to properly perform its service in whole or in part, the Company will inform the Customer accordingly without delay and set a reasonable deadline for the Customer to remedy this circumstance. The Company may withdraw from/terminate the contract if it has granted the Customer another 2-week grace period following the expiry of the first period and that second period has again expired unsuccessfully, and the Customer has been notified of the Company's right to withdraw from/terminate the contract. In case of high-quantity items, the Customer must reimburse the Company for the costs associated with examining and storing such quantities.

3. Templates, raw materials, print carriers and similar items as well as semi-finished and finished products must be collected from the Company on the agreed collection/dispatch date. The risk transfer regulations outlined in section IV apply. The Company is only obligated to store items beyond the agreed date against separate compensation and following prior written agreement with the Customer. In this case, the Company only accepts liability for the items taken into custody in accordance with the principles set out in Section X. If items held in custody are to be insured, the Customer must arrange for such insurance at its own expense.
4. The Company has a right of retention in accordance with S. 369 HGB (German Commercial Code) in respect of all items belonging to the Customer which are in the Company's possession until all due claims arising from the business relationship have been satisfied in full. This also applies if the Customer is exceptionally not a merchant.

## XIII. Long-term contracts

Contracts for regularly recurring services for which no separate notice period and no specific end date have been agreed may only be terminated with three months' notice to the end of a calendar month.

## XIV. Ownership, third-party rights and copyright

1. The Company retains ownership of and all copyrights and rights of use to the items produced or acquired by the Company in connection with the execution of the Customer's orders (in particular software licenses, fonts, usage licenses, files of any kind, films, printing plates, lithographs, printing plates, standing types, sketches and drafts). These items must not be made accessible to third parties without the Company's prior written consent.
2. The Customer guarantees that the performance of the Customer's order does not violate any copyrights, industrial property rights or other rights of third parties. Should this nevertheless occur, the Customer must indemnify the Company against all claims by third parties and reimburse the Company for any expenses incurred as a result, unless the Company is exceptionally at fault, in particular if the Company was aware of the rights of third parties.

3. The Customer, who has a business relationship with the Company, undertakes to keep secret for an indefinite period of time all information disclosed to the Customer in connection with this business relationship which is generally designated as confidential or evidently constitutes business or trade secrets in view of other circumstances, including, but not limited to, information about the Company's internal business relationships and processes or those of the Company's customers, suppliers and subcontractors, whether of a commercial or a technical nature, and to neither record such information in any way, nor exploit it itself or disclose it to third parties. Information which is indispensable for achieving the purpose of the contract is excluded from the above.

## XV. Taking back of transport, outer and other packaging material

1. The Company will only take back packaging (transport, outer packaging and packaging material) if and to the extent that it is required to take back such material in accordance with the statutory provisions of the German Packaging Ordinance.
2. Returned packaging must be clean and free of foreign matter. Otherwise, the Company may refuse to take back the material or require the Customer to cover the additional costs incurred as a result.
3. Packaging material may only be returned following prior agreement with the Company and in accordance with its specifications, either by delivery to the Company's premises or by delivery to an acceptance/collection point specified by the Company. Associated transport costs must be borne by the Customer.

## XVI. Final provisions

1. If the Customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is the Company's registered office. However, the Company may also sue the Customer at the Customer's general place of jurisdiction as well as at any other admissible place of jurisdiction. This agreement is exclusively subject to German law, to the exclusion of conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. Any amendments, supplements and subsidiary agreements to contractual agreements must be made in writing to be effective.
3. The use of the Company's name, its offers, its goods and services, etc. for advertising purposes without the Company's prior written consent is prohibited.
4. The Company's contract language and language for correspondence is German.
5. These GTCS are valid as of the date below and in the version presented here. In the event that individual provisions in these GTCS are invalid, this does not affect the validity of the remaining provisions. The contracting parties instead undertake to agree on an alternative provision which ensures that the commercial meaning and purpose intended by the invalid or void provision is largely preserved. If any provisions in these GTCS or in the contracts made by the contracting parties are legally inadmissible, the legally admissible provisions that come closest to the inadmissible provisions apply even without the contracting parties reaching further agreements.

This is an English translation of the German Terms and Conditions. In the event of any discrepancy or inconsistency between this English translation and the German version of these Terms and Conditions, the German version prevails.

Falkenstein, May 2023