

General Terms & Conditions of Breuers Verpackungen GmbH

All agreements and offers are based on the terms and conditions of the supplier. They shall be deemed as accepted upon order placement or acceptance of delivery. Differing conditions of the purchaser without the supplier's express written approval shall not be binding on the supplier, even if the supplier does not expressly object them. Such consent requirement shall apply in any event, for example even if the supplier carries out the delivery to the purchaser without reservation, while being aware of the purchaser's GTC.

Price quotations

Our price quotations are non-binding and subject to change without notice. An order shall not be deemed as accepted without our written confirmation. Additions or subsidiary agreements made by phone or verbally also require our written confirmation to become effective. All prices are quoted in EURO and do not include VAT unless stated otherwise. They shall become binding only upon the supplier's confirmation of the order.

Terms of payment

The supplier shall be entitled to invoice their services electronically. The invoice (net price plus VAT) shall be issued on the day of dispatch of the goods or the partial delivery, if applicable. Payment of the invoice amount (net price plus VAT) shall be made within 30 days from the invoice date in EURO without deduction. A discount of up to 2% will be granted for payments made within 8 days from the invoice date. Advance payment may be required for new business relationships.

In case of an ongoing business relationship the supplier shall also at all times be entitled to demand advance payment of the entire or part of the amount payable for a delivery. The supplier will express an appropriate reservation not later than at the time of the order placement. In case that after conclusion of the contract it becomes apparent (e.g. by the petition to open insolvency proceedings) that our claim for payment of the purchase price is jeopardized by the purchaser's inability to pay, the supplier shall in accordance with the statutory provisions be entitled to refuse its services and (after fixing a grace period, if applicable) to withdraw from the contract (§ 321 BGB).

In the event of default in payment the supplier reserves the right to charge default interest at the rate of 2% above the discount rate. For bank transfers and checks, the date of the receipt of the credit note by the supplier shall be deemed as the receipt of payment. If a significant deterioration in the purchaser's financial circumstances becomes known, or in case of a default in payment, the supplier shall be entitled to demand immediate payment of all outstanding invoices including invoices not yet due.

Retention of ownership

All delivered goods shall remain our property until all payment obligations are completely met.

The purchaser shall be entitled to sell and/or process the goods in the course of their regular and usual business operations.

The retention of ownership shall remain effective if the goods are processed and shall then be extended to the new product proportionally. If goods are sold, regardless of whether they have been processed or not, the customer hereby cedes their entire claim against the recipient of the goods amounting to our total unsettled claims.

The purchaser shall not be permitted to pledge or transfer by way of security goods being partly or entirely subject to this extended retention of ownership.

The purchaser must inform us immediately of any seizure or other impairment of our rights.

Deliveries

Deliveries of less than EUR 1000.00 shall be ex works. The dispatch shall be carried out at the purchaser's risk and expense. Transport insurance will only be arranged by the supplier on the purchaser's express instruction.

Deliveries amounting to at least EUR 1000.00 shall be franco domicile. The dispatch shall be carried out at the supplier's risk and expense. Transport insurance will be covered by the supplier.

Delivery period

If no delivery dates are arranged, but a delivery period based on specific periods of time, the delivery period shall begin with the day of dispatch of the order confirmation. It shall end with the day the goods leave the supplier or are stored due to impossibility of dispatch. The delivery period shall be interrupted for the duration of the purchaser's examination of print proofs, production samples, printing blocks etc., and the interruption shall begin with the date of dispatch to the purchaser and shall end with the receipt of their response. If the purchaser demands modifications to the order after receipt of the order confirmation, a new delivery period shall begin with the confirmation of the modifications.

Operational disruptions in both the own and other businesses on which production and transport depend, caused by war, strike, lockout, turmoil, energy shortages, failure of means of transport, work restrictions as well as all other cases of force majeure, shall exempt the supplier from the obligation to meet the agreed delivery period. Exceeding the delivery period due to such disruptions does not entitle the purchaser to withdraw from the order or to hold the supplier responsible for any damage caused.

Delay of delivery

In the event of delay of delivery on the part of the supplier the purchaser shall in any case be entitled to the exercise of their legal rights only after providing a reasonable grace period. The purchaser shall not be entitled to any compensation for loss of profit.

Default in acceptance

Should the purchaser fail to accept a delivery within a reasonable period of time following notification of completion or promptly after notification of shipment, or should shipping be impossible for a longer period of time due to circumstances for which the supplier is not responsible, the supplier shall be entitled at the purchaser's risk and cost to either store the goods in their own warehouse or to store them at a forwarder's.

Complaints

Complaints must be raised immediately, at the latest, however, within one week after receipt of the goods. The purchaser's obligation to examine the delivered goods shall also apply when reference samples have been sent. Defects in a part of the delivery shall not result in rejection of the entire delivery.

In case of goods with defects referred to in § 434 BGB the supplier shall provide a replacement or remedy the defects. Multiple remedies shall be permissible. Further claims by the purchaser or compensation due to consequential damage are generally excluded from our liability unless these are caused by the supplier's deliberate or gross negligence. This shall not apply to the supplier's liability in case of express warranty of certain properties. The supplier can only be held liable for hidden defects that cannot be found on immediate examination if they receive the defect complaint within one year after the goods left the supplier. Purchases of consumer goods are subject to the legal warranty obligations.

Tort liability

The supplier shall be liable for compensation, for any legal reason whatsoever, within the scope of encumbrance liability only in case of deliberate or gross negligence. In case of simple negligence the supplier's liability shall be limited, without prejudice to a more lenient liability standard in

accordance with the statutory provisions, to damages arising from injury of life, body or health as well as damages arising from a significant violation of an essential contractual obligation (obligation the fulfillment of which is essential for the proper implementation of the contract and on the observance of which the contractual partner regularly relies or is able to rely). In such cases our liability shall be, however, limited to the compensation for foreseeable, typically occurring damages.

The resulting limitations of liability shall also apply in case of breaches of duty by or for the benefit of any person the fault of which the supplier is responsible for as per statutory provisions. They shall neither apply in case the supplier has maliciously concealed a defect or assumed a guarantee for the goods' condition, nor for the purchaser's claims under the German Product Liability Act (Produkthaftungsgesetz).

Due to the breach of a duty not constituting a defect, the purchaser can only withdraw or terminate if the supplier is responsible for the breach of a duty. A free right of termination for the purchaser shall be excluded. Otherwise the statutory requirements and legal consequences shall apply.

Packaging

Our prices include a discount for the costs related to the disposal of transport packaging incurred by the purchaser.

Sketches and proof copies

Sketches, drafts, proof copies and samples shall be charged, even if the order is not placed.

Copyright

Solely the purchaser shall be responsible for examining the right of reproduction of all printing copies. The supplier shall retain the copyright and the right to reproduce in any process and for any purpose their own sketches, drafts, originals, films and the like, unless expressly agreed otherwise. Lithographs, printing plates, master copies (negatives and slide positives on film or glass), printing blocks, matrices, dies, die cutters and the like shall remain the supplier's property, even if a separate full or partial invoice has been issued for them. This shall also apply to films, typesetting cards and other tools etc. The supplier shall not be obliged to provide the purchaser with transfers of lithographs or copies of master copies.

Insurances

In case the purchaser wishes to insure the manuscripts, originals, printing blocks, papers, stored printing materials or any other items provided to the supplier against theft, fire, water or any other risk, the purchaser shall take out the insurance himself.

Galley proofs

Galleys and print proofs shall be examined by the purchaser and returned to the supplier ready for printing. The supplier shall not be held liable for any errors overlooked by the purchaser. Modifications requested by phone must be confirmed in writing.

In case of smaller printing orders and manuscripts the supplier shall not be obliged to provide the purchaser with galley proofs. If no galley proofs are requested, liability for typesetting errors shall be limited to cases of gross negligence.

In the event of modifications following the release for print all expenses including all costs of the machine downtime shall be chargeable to the purchaser.

For color reproductions in all printing methods, minor deviations from the master copy shall not be a justified reason for a defect complaint. This shall also apply to the comparison between print proofs and the production run.

Excess or short deliveries

Generally, the full quantity previously stipulated for an order will be delivered. The purchaser shall be obliged to acknowledge a surplus or deficient result of the ordered quantity with a deviation of up to 10%.

Company text and registration number

The supplier reserves the right to affix their company text, logo or registration number to all kind of deliveries in accordance with appropriate practice or regulations and the space available.

Limitation period

Notwithstanding § 438, subsection 1, no. 3 BGB the general period of limitation for claims arising from defects of quality and title shall be one year from delivery. In case acceptance has been agreed the limitation period shall begin with the acceptance.

The above limitation periods under the law on sales shall also apply to the purchaser's contractual and extracontractual claims for damages based on defects of the goods, unless the application of the regular statutory limitation period would result in a shorter limitation period for individual cases.

Verbal agreements

Verbal agreements require written confirmation to become binding.

Place of fulfillment and jurisdiction

If the purchaser is a registered trader as stipulated by the German commercial code ("Handelsgesetzbuch"), a legal entity of public law or public separate estate, Mettmann shall be the sole place of fulfillment for both parties.

If the purchaser is a registered trader as stipulated by the German commercial code ("Handelsgesetzbuch"), a legal entity of public law or public separate estate, Mettmann shall be the sole (including international) place of jurisdiction for any dispute arising directly or indirectly from the contractual relationship. The same shall apply if the purchaser is an entrepreneur as stipulated in § 14 BGB. In all cases the supplier shall, however, be entitled to take action at the place of fulfillment of the delivery commitment in accordance with these delivery conditions or an overriding separate agreement as well as at the purchaser's general place of jurisdiction. This shall not affect any statutory regulations of prime importance, especially concerning the exclusive competence.

The business relationship and the entire legal relationship between vendor and purchaser shall be subject to the laws of the Federal Republic of Germany.

Severability

In the event that any provision of these terms and conditions or any provision under other agreements proves to be invalid or becomes invalid, all other provisions under these agreements shall remain in force.