

Terms of Sale

1. General

With the placement of the order, the buyer/principal recognises these terms of sale as binding. General Terms and Conditions of the buyer/principal are not valid even if we do not object to them.

The validity of our terms of sale is also not influenced if we do not expressly object to deviating counter-confirmations of our buyer/principal.

Changes to these terms of sale and other ancillary agreements are only applicable if they are confirmed by us in writing.

2. Price Basis

Unless agreed otherwise, our prices are net prices valid ex works Viersen, not including value-added tax, including packaging in packaging units.

Only undivided packaging units can be delivered. In the case of amounts smaller than the offered packaging unit, the packaging will be charged to the buyer/principal without prior inquiry according to our judgement. Possible minimum order amounts arise from every offer. Sketches, drafts, samples, and other preparatory work commissioned by the buyer/principal will be invoiced. All offers are subject to change. The right to prior sale is reserved. A legally binding deal only arises with our order confirmation.

3. Delivery/Dispatch

The shipment of the delivery occurs at the risk of the buyer/principal in any case. The shipping company commissioned by us will be insured against shipping damages until the insurance is expressly excluded by the buyer/principal. Shipping damages must be confirmed by the delivering shipping company on the waybill and be reported to us.

4. Delivery Times

The promised delivery times are non-binding, but will be kept if possible. The delivery period only begins after the order has been completely clarified, in particular after all information necessary from the buyer/principal for the processing of the order has been received. All interferences in the fulfilment of the order that arise on account of operational breakdowns, a force majeure, lack of raw materials, delivery and service delays on the part of suppliers, shipping difficulties, or similar situations, entitle us, according to our choice, to delaying the delivery until the return of normal circumstances or withdrawing from the contract without the buyer/principal being able to make any claims against us. In such cases, the buyer/principal is only entitled to withdrawal from the contract if we have not declared before its corresponding demand that we will withdraw from the contract or provide the contractually agreed service/delivery within a reasonable period.

5. Delivery Amounts/Tolerances

Deviations in the delivery amounts from the contractual amounts are allowable up to 5 % more or less. The same deviation of +/- 5 % applies to agreed square-metre weights and material thicknesses. Format exactness in the case of "sheets": +/- 3 mm in the length, +/- 1 mm in the width, and +/- 1 mm in the angle

measured over 1 m. Format exactness for "cuts": +/- 1 mm in the length and width, +/- 1 mm in the angle measured over 1 m. Minor deviations in colour are allowable and expressly reserved. In the case of processing or treatment of materials provided by the customer, a scrap amount of 5 % is considered agreed without a liability or obligation to replacement of damages arising for us on this account.

6. Warranty

No guaranty can be made for the suitability of each delivery for the use intended by the buyer/principal. Paper, boxes, and cardboard are natural products. Therefore, we cannot warrant, for example, absolute flatness.

We recommend processing samples from the each shipment for processing in order to check the suitability of the materials and the foreseen method of processing.

Materials and printed matter that are finished by us, in particular those to be painted, must fulfil particular preconditions. In particular, the materials, print colours, and printing accessories allow problem-free finishing. When in doubt, the finishing or further processing must be checked at us or the customer with original materials and under real-life conditions. Insofar as materials are damaged by us in connection to this, we are only responsible in cases of intent and gross negligence. There is no further liability.

In the case of the acceptance of finishing services, we assume that the materials are typical. Unforeseen technical difficulties during the processing or treatment of the materials supplied by the buyer/principal give us the right to withdraw from the contract, in which case we expressly exclude claims for damages on account of non-fulfilment of the contract for purpose.

Should a material be chosen or provided by the buyer/principal or a certain way of processing be required for the processing of an order, this limits our warranty and liability to the service provided and invoiced by us. In the case of follow-up orders we assume that the conditions of the prior orders remain unchanged

7. Notices of Defects/Time Limits

Notices of defects are only considered if they are made within 10 days of receipt of the goods and are reported to us by registered letter. In the case of defects recognised by us, we will, according to our choice, either provide an improvement, or in the case of processing or treatment orders, we will repeat or replace the service with material provided by the buyer/principal.

In the case of justified complaints we are liable in the form of subsequent improvement insofar as technically possible and economically reasonable.

Further claims cannot be claimed, also not claims for damages of the buyer/principal on account of other legal reasons.

8. Retention of Title

The delivered goods remain our property until payment of all open claims. Counterclaims can only be offset by the buyer/principal if they are not disputed or legally determined. The buyer/principal only has a right

of retention on account of claims arising from the exact same contractual relationship if these are not disputed or legally determined.

9. Payment

The term of payment is 14 days after date of invoice with a 2 % discount or 30 days without deduction. If the creditworthiness of the buyer/principal is unknown, pre-payment can be requested. Place of fulfilment for the delivery and payment is Viersen. The Local Court (Amtsgericht) of Viersen has jurisdiction.

10. Legal Validity of these Terms of Sale

Should a provision of these terms of sale be or become legally invalid, the validity of the other agreements is not hereby affected.

Valid as of 1 February 2008