

General terms of supply and payment

S+P Samson GmbH (S+P), 86438 Kissing

A Scope of application

The following terms of supply and payment alone shall be authoritative for deliveries from S+P. They shall only apply in respect of companies as defined by § 14 BGB (German Civil Code). Any different terms of purchase of the ordering party shall only be binding for S+P if they have been confirmed in writing by S+P. This shall apply even if S+P makes a delivery to the ordering party without reservation in the knowledge of the existence of different terms of purchase. Verbal agreements shall only be binding on either side if they are confirmed in writing.

B Offer and order

1. All offers shall be non-binding. The right to make price changes is reserved.
2. Measures, weights, illustrations and drawings shall only be binding for implementation if this has been confirmed in writing by S+P.

C Scope of delivery

Up to an order quantity of 50,000 copies the delivery quantity may deviate by up to 20% from the ordered quantity. In the case of an order quantity of over 50,000 the delivery quantity may deviate by up to 15% from the ordered quantity. The percentage shall increase by 5% in each case if order-specific special materials have to be used. Special reference shall be made to these cases in the confirmation of order.

D Period of delivery

1. The delivery times shall be adhered to where possible. They shall not, however, be binding. They shall in each case be dependent on punctual and correct fulfilment of the obligations of the ordering party.
2. If changes to the contract are agreed subsequently, the period of delivery shall be agreed again at the same time if necessary.
3. Insofar as goods are not manufactured by S+P themselves, the duty of supply shall be subject to correct and punctual obtaining of supplies for S+P.

E Delivery

1. Delivery shall be ex works Kissing and insofar as no dispatch regulations are specified deliveries shall be by reasonable judgement without guarantee of the cheapest and fastest method. The transport risk shall be carried by the ordering party.
2. Partial deliveries shall be permissible.

F Payment

1. Prices quoted shall be net prices exclusive of VAT.
2. The invoice amount shall be due for payment without deduction 30 days after the date of invoice. Bills of exchange shall only be permissible if they have been expressly authorised by S+P upon order completion and provided they are received by S+P within the agreed payment period. Bills of exchange and cheques shall only count as payment when they are honoured. Bill charges and discount charges shall be payable by the ordering party and must be paid in cash immediately after notification.
3. At the time of formation of contract S+P shall be entitled to demand advance payment up to the amount of the order value plus incidental expenses. The ordering party shall only have rights for offsetting and retention if they are based on counter-claims that are undisputed, have become *res judicata* or are ready for a decision.
4. S+P shall be entitled to supply against cash on delivery; the costs incurred through cash on delivery shall be paid by the ordering party.
5. S+P shall be entitled to charge default interest at the rate of interest charged by one of their commercial banks for outstandingly overdrafts on current accounts plus the legally applicable VAT.
6. S+P shall be entitled to use payments initially to offset the oldest debts due from the ordering party despite any regulations of the ordering party to the contrary. If costs and interest have already been incurred, S+P shall be entitled to use the payment initially against the costs, then against interest and finally against primary debts.
7. The ordering party shall have rights of offsetting only if their counter-claims have become *res judicata*, are undisputed or recognised by S+P. Furthermore, the ordering party shall be authorised to exercise a right of retention only insofar as their counter-claim is based on the same contractual relationship.

G Reservation of ownership, enhanced and extended reservation of ownership

1. S+P reserves the ownership of all supplied goods until receipt of all payments from the supply contract. In the case of conduct of the ordering party in breach of contract, especially in the case of delayed payment, S+P shall be entitled to take back the goods. The taking back of goods by S+P shall not constitute a withdrawal from the contract unless S+P has declared this expressly in writing. Levy of execution in respect of the goods by S+P shall always constitute withdrawal from the contract. After taking back the goods S+P shall be entitled to realise their value; the proceeds from realisation (less appropriate realisation costs) shall be used to offset the liabilities of the ordering party.
2. The ordering party shall be required to handle the goods with care. In particular, the ordering party shall be required to insure them for the replacement value at their own cost against loss or damage caused by fire, water or theft. Insofar as maintenance and inspection works are required, the ordering party must carry them out in good time at their own cost.
3. In the case of levies of execution or other interventions by third parties, the ordering party must notify S+P in writing immediately so that S+P may bring an action pursuant to § 771 ZPO (Code of Civil Procedure). Insofar as the third party is not able to reimburse S+P for court costs and extra-judicial costs of an action pursuant to § 771 ZPO, the ordering party shall be liable for the loss.
4. The ordering party shall be entitled to re-sell the goods in the course of proper business procedure. However, the ordering party assigns already

now to S+P all claims amounting to the final invoice amount (including VAT) of the claim of S+P which become due to the ordering party from their purchasers or third parties from the further sale, irrespective of whether the goods have been re-sold without or after processing. The ordering party shall remain entitled to effect collection of this claim even after the assignment. The right of S+P to collect the debt themselves shall remain unaffected by this. However, S+P undertakes to refrain from collecting the debt as long as the ordering party complies with their payment obligations from the collected proceeds, is not in delay with payment and in particular provided there is no application for opening of insolvency proceedings or stoppage of payments. However, if this is the case, S+P may demand that the ordering party must notify S+P of the assigned claims and their debtors, provide all information required for collection, hand over the associated documentation and notify the debtors (third parties) of the assignment.

5. The processing or restructuring of the goods by the ordering party shall always be done for S+P. If the goods are processed with other objects not belonging to us, S+P shall 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. Apart from this, in respect of the object brought about through processing the same shall apply as for goods supplied with reservation.
6. If the goods are mixed in an inseparable way with other objects not belonging to S+P, S+P shall acquire co-ownership of the new object at the ratio of the value of the goods (final invoice amount including VAT) to the other mixed objects at the time of mixing. If the mixing is done in such a way that the object of the ordering party is to be regarded as the main object, it shall be deemed agreed that the ordering party assigns co-ownership to S+P on a pro rata basis. The ordering party shall preserve for S+P the sole ownership or co-ownership that has arisen in this way.
7. For the purpose of securing the claims of S+P against the ordering party, the ordering party also assigns to S+P the claims against a third party that arise through the combination of the goods with an item of property.
8. S+P undertakes to release the security due to them on demand by the ordering party insofar as the realisable value of the security exceeds the claims to be secured by more than 20%. The selection of the security to be released shall be a matter for S+P.

H Limitation of liability

1. S+P shall be liable in accordance with the provisions of law if S+P breaches a contractual duty (cardinal duty) in a culpable way. In this case the compensation shall, however, be limited to the foreseeable and typical loss.
2. S+P and their staff shall be liable – in terms of statutory provisions and contractually – in the case of damage to life, body or health for every negligent breach of duty, including negligent breach of duty by a representative or various agent. For other loss or damage S+P and their staff shall be liable only in the case of a deliberate or grossly negligent breach of duty committed by them or in the case of such breach of duty by representatives or precarious agents.
3. A regulation excluding § 341 III BGB (German Civil Code) shall be ineffective.

I Guarantee

1. Delivered goods shall be accepted by the ordering party even if they have defects, provided such defects are insignificant. Consignments must be checked prior to transfer for any damage or theft. Visible transport damage and incorrect quantities must be reported immediately to the transport company and expressly stated on the confirmation of receipt.
2. Complaints about obvious defects must be made in writing to S+P at the latest within one week after receipt of the goods, or in the case of hidden defects immediately when they are discovered.
3. In the case of justified complaints the ordering party shall be entitled to subsequent fulfilment by replacement delivery or subsequent improvement depending on the choice of S+P. The expenses necessary for rectification of defects shall be paid by S+P only insofar as they are not increased on account of the goods being taken to a location other than the place of performance.
4. If the subsequent fulfilment fails, the ordering party may, depending on their choice, either decrease the remuneration (reduction) or withdraw from the contract. The right of the ordering party to demand compensation or reimbursement of expenses shall remain unaffected by this.
5. The entitlement of the ordering party to compensation on account of defects in goods shall be limited in accordance with H.2. Entitlement to reimbursement of expenses shall be limited to foreseeable, typically incurred expenses. Insofar as there is no deliberate breach of duty, the compensation shall be limited to the loss or damage that is foreseeable and which typically occurs.
6. Any guarantee shall be excluded for used goods.
7. The limitation period for rights relating to defects shall be 12 months. It shall commence at the time of transfer of risk to the ordering party; § 479 BGB (German Civil Code) shall remain unaffected. However, the statutory period of limitation in the case of damage to life, body or health, in the case of a grossly negligent breach of duty and in the case of breach of cardinal duties shall remain unaffected.
8. With regard to the legibility of computer lettering on GRAPHIPLAST®, cartons or textiles, the ordering party may assert rights relating to guarantee within 1 year after receipt insofar as the defect is not caused by improper application, incorrect state of the printer ribbon or insufficient dryness of the lettering, providing ongoing recording has been done for the purpose of quality control of the printer ribbons from the start date to the end date for each ribbon deployment and a sequential number has been issued for the label. Environmental influences that are not due to weather conditions of the average Central European climate, such as dust, ex-

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Extreme dirt or physical or chemical effects shall not be the responsibility of S+P. The burden of proof shall be carried by the ordering party.

9. Technological tolerances in size, colour, adhesive, quality, material weight and other qualities shall not constitute a reason for complaint on the part of the ordering party.
10. A liability of S+P for the suitability of products for specific purposes of use and identification purposes shall exist only if this property has been expressly agreed. The seller's advice, especially concerning the use of our products, shall not constitute any agreed quality as defined by § 434 I BGB (German Civil Code).
11. Unless expressly otherwise agreed, there shall be no guarantee for the suitability of products offered by S+P for the purpose of use of the ordering party. The duty to check suitability in accordance with the intended use shall be a matter for the ordering party.

J Printer's copy

The first draft shall be free of charge. It may be drawn or it may be generated in a photo-composition. All further proof copies required due to requests by the ordering party for changes shall be charged at cost price. If changes are requested by the ordering party after approval for printing, S+P shall charge separately the costs incurred due to the change. The last sample ready for printing approved by the ordering party or proof copy shall be authoritative for execution of the order. The ordering party must check and approve the sample / proof copy for printing position, spelling, measurements and colour specifications. The last sample ready for printing approved by the ordering party or proof copy shall be authoritative for execution of the order. S+P cannot be held liable for any errors not corrected by the ordering party.

K Copyrights, drafts and tools

1. All rights to own sketches, drafts, final artwork, originals, films, production masters, punches and stamping tools etc. in any process and for any purpose shall remain with S+P unless anything different has been expressly agreed in writing. Drafts from S+P must not be duplicated, copied, imitated or made accessible to third parties. The ordering party shall be responsible for ensuring that they have the legal right for duplication of the ordered printing.
2. Printing plates or production masters or other devices for which a cost is charged shall remain in the ownership of S+P.
3. Production masters and printing materials provided by the ordering party shall only be preserved by S+P if this is expressly requested. In any case the preservation period shall end after 6 months if there is no repeat order.

L Wage labour

1. Within the framework of wage labour, S+P shall process with care the material provided or made available by the ordering party. S+P shall not be required to carry out a check for suitability.
2. If parts are unusable due to material defects, S+P may demand reimbursement of the relevant processing costs.
3. If parts are unusable due to processing defects, S+P shall carry out the same work on a new piece to be provided by S+P at their costs.

M Data protection

S+P shall be entitled to store in files and, if necessary, to process by their computer data about the ordering party concerning or in connection with the business relationship, irrespective of whether such data originates from the ordering party or third parties.

N Applicable law, place of performance, place of jurisdiction, partial invalidity

1. German law shall apply for the terms of supply and payment and the whole legal relationship between S+P and the customer. The application of UN sales law (CISG) shall be excluded.
2. The place of performance for all obligations from the business relationship between S+P and the customer shall be Kissing. This shall also apply for payment obligations and bills of exchange payable.
3. The place of jurisdiction shall be Munich. In the case of international disputes, the German courts shall have jurisdiction.
4. If one or more of the above provisions is or becomes ineffective, the effectiveness of the other provisions shall not be affected by this. The ineffective provision shall be replaced by a provision that achieves the intended purpose of the ineffective provision as far as possible.