

# General Terms and Conditions of Processing and Delivery (GTCPD) of Wolfgang Fels GmbH

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## § 1 Scope

1. These GTCPD shall apply exclusively in addition to any other expressly agreed special contractual agreements to all business transactions between Wolfgang Fels GmbH (hereinafter referred to as Wolfgang Fels) and the buyer, customer or client, hereinafter referred to as the Customer.

Wolfgang Fels does not accept any deviating or supplementary terms and conditions of the Customer - even in the event of unconditional performance or acceptance of payment - unless Wolfgang Fels expressly agrees to their validity in writing.

2. These GTCPD apply only in business transactions with entrepreneurs within the meaning of section 14 of the German Civil Code, and they also apply to all future business relationships without express reference thereto until new GTCPD are issued by Wolfgang Fels.

3. All agreements made between Wolfgang Fels and the Customer in the course of the contract negotiations shall be recorded in writing for evidentiary reasons and confirmed by both parties.

4. Side agreements, subsequent contractual amendments and the assumption of a guarantee, in particular the warranties of properties, or the assumption of a procurement risk shall be made in writing.

## § 2 Consulting

1. Wolfgang Fels will only advise the Customer if expressly requested to do so. In particular, a failure to provide information does not constitute advice.

2. Wolfgang Fels's advice extends exclusively to the nature of its own products, but not to their use by the Customer or its other customers; any advice nevertheless given on application by the Customer is non-binding.

3. The advice provided by Wolfgang Fels extends as product and service-related advice exclusively to the products and services provided by Wolfgang Fels.

It does not extend to non-contractual advice, i.e., such statements that are given without services being provided by Wolfgang Fels.

4. Wolfgang Fels's consulting services are based exclusively on empirical values from its own company and include the state of the art in science and technology for information purposes only and without obligation.

5. The Customer shall be responsible for checking and ensuring the suitability and compatibility of the products for the intended use; this applies in particular to rubberised, self-adhesive and non-self-adhesive products with regard to their suitability and compatibility with the substrate materials intended for application.

## § 3 Formation of the contract

1. Wolfgang Fels's quotations are subject to change without notice; they are considered to be an invitation to submit an offer.

2. The first processing of a quotation is usually free of charge. Further quotations and design work shall only be free of charge provided that the delivery contract becomes and remains valid.

3. Information, descriptions and photographs of Wolfgang Fels's goods and products, in particular in technical documents, catalogues, brochures, circulars, advertisements and price lists, are not binding unless their inclusion in the contract has been expressly agreed, and they do not release the Customer from its own tests.

4. Colour and light fastness, resistance to moisture, heat and weathering as well as drawings, illustrations, dimensions, weights and other performance data should be agreed in writing for evidentiary reasons.

5. In principle, the order placed by the Customer constitutes the offer to conclude the contract.

6. The order shall contain all details concerning its fulfilment. This applies to all Wolfgang Fels's deliveries, services, works and other performances. This includes in particular, but is not limited to, information on article designation, number of items, dimensions, material, material composition, pre-treatments, processing specifications, treatment instructions, storage, standards and all other technical parameters and physical characteristics. The Customer shall provide Wolfgang Fels with the documents, data, standards, specifications and drawings required for Wolfgang Fels's provision of performance with the current revision status as well as any order and delivery specifications in accordance with

the order. This applies in particular in relation to any special specifications for packaging, e.g., in the pharmaceutical, food or cosmetics sectors, as well as any special requirements for the packaging due to the material nature of the product to be packaged.

Missing, incorrect or incomplete information shall be deemed to be expressly not agreed and shall not give rise to any obligations on Wolfgang Fels's part. The Customer shall indemnify Wolfgang Fels in this connection against all claims by third parties.

7. Where the order placed by the Customer deviates from Wolfgang Fels's quotation, the Customer shall indicate the deviations separately.

8. Wolfgang Fels is entitled to obtain further information which serves the proper fulfilment of the order.

9. Orders shall be placed in writing or in (electronic) text form; orders transmitted orally as well as by telephone shall be fulfilled at the Customer's risk.

10. Wolfgang Fels shall accept the order within 10 working days of its receipt, unless a longer acceptance period is stipulated.

11. Wolfgang Fels's performance shall result from the order confirmation.

12. Wolfgang Fels reserves the right to carry out or cause to be carried out the processing of the delivery or service items in another company without additional costs for the Customer.

13. Where the Customer withdraws an order that has been placed, Wolfgang Fels may, without prejudice to the possibility of claiming higher actual damages, charge 10% of the delivery or service price for the costs incurred in processing the order and for the loss of profit. The Customer reserves the right to prove a lesser damage.

14. Samples of any kind whatsoever, e.g. drafts, dummy samples, proof copies, proof lithos, etc., shall only be produced specifically for the Customer according to its specifications following a prior order in this respect. These samples will be invoiced separately to the Customer.

## § 4 Framework Agreements

1. Where a framework agreement has been agreed between Wolfgang Fels and the Customer, according to which the complete annual requirement is manufactured and stored on call, the Customer undertakes to accept the complete remaining quantity still in stock or still to be manufactured after the expiry of one year from the order date. Within the term of the framework agreement, changes to the ordered delivery item or service can only be effected by means of a separate contractual agreement between Wolfgang Fels and the Customer.

2. Unless otherwise agreed, all call-off orders shall be accepted within one year of the order being placed, without a request for acceptance being required. Where this period has lapsed, Wolfgang Fels is entitled to invoice the goods and to dispatch them at the Customer's expense and risk or to withdraw from the contract immediately.

## § 5 Contract amendments

1. Where the Customer wishes to make changes to the product or service after conclusion of the contract, this shall require a separate contractual agreement.

2. Sketches, drafts, sample typesetting, sample prints, preliminary sample parts, proofs and similar preliminary work shall only be sent to the Customer at the Customer's express written request.

3. Subsequent changes at the instigation of the Customer including the machine downtime caused thereby shall be charged to the Customer. Subsequent changes shall also include repetitions of proofs requested by the Customer due to minor deviations from the original.

4. Wolfgang Fels reserves the right to make reasonable changes to the product or service in the event of missing or incorrect information. Losses due to missing or incorrect information, in particular additional costs or damages, shall be borne by the Customer.

5. We reserve the right to effect technical changes to the product or service that do not jeopardise the contractual objective, in particular with regard to material and design.

## § 6 Delivery time

1. Where a delivery or performance period has been agreed, this shall commence with the dispatch of the order confirmation, but

not before full clarification of all details of the order and the proper fulfilment of all obligations to cooperate on the Customer's part; the same shall apply accordingly to delivery or performance dates.

2. In the event of mutually agreed changes to the subject matter of the order, delivery or performance deadlines and delivery or performance dates shall be agreed afresh.

This shall also apply if the subject matter of the contract has been renegotiated after its conclusion without any change being made to its subject matter.

3. Delivery or performance deadlines and delivery or performance dates are subject to defect-free and timely advance delivery as well as unforeseeable production disruptions.

4. Delivery and performance deadlines shall be automatically extended by the period during which the Customer is in breach of its obligations towards Wolfgang Fels. In particular, the delivery and performance deadlines shall be suspended for the duration of the inspection of the press proofs, proofs, samples, etc. by the Customer from the time of dispatch to the Customer until final approval. This also applies accordingly to delivery and performance dates.

5. The delivery or performance time shall be deemed to have been complied with if, by the time it expires, the delivery item or service has left Wolfgang Fels's works or Wolfgang Fels has given notice of completion for collection or readiness for dispatch.

6. Wolfgang Fels is entitled to provide the agreed delivery or service before the agreed time.

7. Partial deliveries or services are permissible - where this is reasonable for the Customer - and can be invoiced separately.

#### **§ 7 Default of acceptance**

1. Where the Customer does not accept the goods on the agreed delivery date or upon expiry of the agreed delivery period due to circumstances imputable to it, Wolfgang Fels may demand compensation for the additional expenses incurred as a result.

2. Where the delivery or service is delayed by the Customer, Wolfgang Fels may charge storage costs of 0.5% for each month or part thereof, but not more than a total of 5% of the price of the delivery or service. The contracting parties are free to prove higher or lower storage costs.

Wolfgang Fels is authorised to determine a suitable place of storage at the Customer's expense and risk, and to insure the product or service.

3. Products to which the Customer is entitled, in particular data and data carriers, will only be stored by Wolfgang Fels beyond the date of delivery of the goods by express agreement and for special remuneration.

4. Where Wolfgang Fels is entitled to claim damages instead of performance, it may, without prejudice to the possibility of claiming higher actual damages, claim 15% of the price as damages, unless the Customer proves that no damages were incurred at all or that the damages were significantly lower than the fixed sum.

#### **§ 8 Impediments to delivery and performance**

1. In force majeure cases, Wolfgang Fels shall be released from the corresponding obligation to perform its contractual obligations and from any liability for damages or any other contractual remedy for breach of contract in this connection from the time at which the impediment makes it impossible for Wolfgang Fels to deliver or provide the service, provided that this is notified to the Customer without delay. Where the notification is not effected immediately, the exemption shall take effect from the time when the notification is received by the Customer. Services already rendered by the Customer shall be reimbursed to the Customer by Wolfgang Fels without delay.

2. "Force Majeure" means the occurrence of an event or circumstance which prevents Wolfgang Fels from performing one or more of Wolfgang Fels's obligations under the Contract if and to the extent that Wolfgang Fels proves that: (a) such impediment is beyond Wolfgang Fels's reasonable control; and (b) it was not reasonably foreseeable at the time of the contract's conclusion; and (c) the effects of the impediment could not reasonably have been avoided or overcome by Wolfgang Fels.

Until proven otherwise, force majeure shall be presumed to exist in the following events:

- (i) War (declared or undeclared), hostilities, attack, acts of foreign enemies, large-scale military mobilisation;
- (ii) civil war, riot, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy;
- (iii) Currency and trade restrictions, embargo, sanctions;

(iv) lawful or unlawful official acts, compliance with laws or government orders, expropriation, seizure of works, requisition, nationalisation;

(v) Plague, epidemic, natural disaster or extreme natural event;

(vi) explosion, fire, destruction of equipment, prolonged failure of transportation, telecommunications, information systems or power;

(vii) general labour unrest such as boycotts, strikes and lockouts, slowdowns, occupations of factories and buildings.

3. Where the effect of the asserted impediment or event is temporary, the consequences set out in clause 1 shall only apply for as long as the asserted impediment prevents Wolfgang Fels from performing the contract.

4. Where the duration of the asserted impediment has the effect of substantially depriving the contracting parties of what they could reasonably expect by virtue of the contract, both contracting parties shall be entitled to terminate the contract by notifying the other contracting party within a reasonable period of time. Unless otherwise agreed, the contracting parties expressly agree that the contract may be terminated by either party where the duration of the impediment exceeds 60 days.

5. Wolfgang Fels is also entitled to withdraw from the contract if, through no fault of its own, Wolfgang Fels is not supplied by its own supplier despite its contractual obligation and is therefore unable to meet its own delivery or performance obligations to the Customer. In this event, Wolfgang Fels will immediately inform the Customer of the unavailability of the delivery item or service and reimburse the Customer immediately for any services rendered.

6. Wolfgang Fels is also entitled to the rights listed in § 8 where Wolfgang Fels was already in default when these circumstances occurred.

#### **§ 9 Payment**

1. Unless otherwise agreed, the agreed prices shall be in euros in accordance with the EXW (ex works) clause of INCOTERMS 2020 plus VAT, customs duties, freight, packaging and transport insurance costs and other shipping costs.

Insurance of the goods to be shipped will only be provided by Wolfgang Fels at the Customer's express written request and expense.

2. Wolfgang Fels expressly reserves the right, in particular to safeguard against credit risk, to make deliveries only following prior payment by the Customer.

3. Wolfgang Fels is entitled to amend the agreed price appropriately where cost changes occur following the conclusion of the contract, in particular due to collective agreements, material or energy price changes. Evidence of the change in costs shall be provided to the Customer upon request.

4. Wolfgang Fels is entitled to amend the agreed price appropriately where changes occur before or on the occasion of the execution of the order because the information or documents provided by the Customer were incorrect or changes are otherwise requested by the Customer.

5. Sketches, drafts, sample typesetting, sample prints, preliminary sample parts, proofs, changes to supplied or transmitted data and similar preparatory work initiated by the Customer as well as data transmissions shall be charged separately to the Customer. This also applies if a series production order is placed.

6. Wolfgang Fels is entitled to demand a reasonable advance payment upon conclusion of the contract, in particular where large quantities of paper and cardboard exceeding average quantities are to be provided, and in the case of special materials or advance services. No interest will be paid on this.

7. Unless otherwise agreed, invoices are due within 30 days net from the invoice date. They shall be paid without deductions. In the event of non-payment, the Customer shall be in default on the due date without further reminder.

Discounts and rebates shall only be granted after separate agreement. Partial payments require a separate written agreement.

8. Where Wolfgang Fels has several outstanding claims against the Customer and where the Customer's payments are not made on a specific claim, Wolfgang Fels is entitled to determine on which of the outstanding claims the payment was made.

9. In the event of default, deferral or partial payment, Wolfgang Fels is entitled to demand default interest at a rate of 9 percentage points p.a. above the respective base interest rate and to withhold further services until all due invoices have been settled. The right to prove higher losses is reserved.

10. By placing the order, the Customer confirms its solvency or creditworthiness.

In the event of reasonable doubt regarding the Customer's solvency or creditworthiness, Wolfgang Fels is entitled to demand advance payment or suitable security for the service to be provided by the Customer.

Where the Customer is not prepared to pay in advance or to provide collateral, Wolfgang Fels is entitled to withdraw from these contracts after a reasonable period of grace and to claim damages for non-performance.

**11.** Payment terms granted shall lapse and outstanding claims shall become due for payment immediately if insolvency proceedings are applied for against the Customer's assets or if the Customer has provided inaccurate information regarding its creditworthiness or in the event of other justified doubts regarding the Customer's solvency or creditworthiness.

**12.** The Customer is only entitled to set-off rights against Wolfgang Fels's claims where the counterclaim is undisputed or has been legally established.

The assignment of claims against Wolfgang Fels requires Wolfgang Fels's consent.

**13.** The Customer shall only have a right to withhold payment where the counterclaim is based on the same contractual relationship and is undisputed or has been legally established or where Wolfgang Fels has materially breached its obligations under the same contractual relationship despite a written warning and has not offered adequate security.

Where a performance provided by Wolfgang Fels is indisputably defective, the Customer shall only be entitled to withhold payment to the extent that the amount withheld is in reasonable proportion to the defects and the anticipated costs of remedying the defects.

**14.** The payment dates shall also remain valid in the event of delays in delivery not imputable to Wolfgang Fels.

**15.** Regarding initial orders, Wolfgang Fels is entitled to charge reasonable and customary one-off costs for data preparation, development services and sample construction in addition to the contractually agreed prices for the product.

**16.** Where value added tax is not included in Wolfgang Fels's invoicing, in particular because Wolfgang Fels assumes an "intra-Community delivery" within the meaning of § 4(1)(b) in conjunction with § 6(a) of the German VAT Act on the basis of the information provided by the Customer and Wolfgang Fels is subsequently charged VAT (§ 6(a)(IV) of the German VAT Act), the Customer shall be obliged to pay the amount charged to Wolfgang Fels. This obligation exists irrespective of whether Wolfgang Fels has to subsequently pay VAT, import turnover tax or comparable taxes in Germany or abroad.

#### **§ 10 Place of performance**

**1.** The place of performance for the commissioned services is Wolfgang Fels's works. Unless otherwise agreed in writing, the Customer shall collect the goods there after notification of completion.

**2.** The place of performance for payments to be made to Wolfgang Fels arising from the business relationship is Wolfgang Fels's registered office.

**3.** The Customer is obliged to accept performance as soon as it has been notified by Wolfgang Fels of the completion of the commissioned services.

Where the Customer does not accept the performance within 2 weeks after notification, acceptance shall be deemed to have taken place.

**4.** The risk of any defects in the goods shall pass to the Customer with the declaration of readiness for printing, unless these are defects which only arose or could only be detected in the production following the declaration of readiness for printing.

**5.** The risk of destruction, loss or damage of the goods shall pass to the Customer upon notification of completion of the goods. Where shipment has been agreed, the corresponding risk shall pass to the Customer upon dispatch of the goods or their handover to the commissioned transport company.

**6.** Unless expressly agreed otherwise, transport documents and accompanying documents shall be prepared with reference to Wolfgang Fels.

**7.** Unless otherwise agreed, Wolfgang Fels shall determine the type and scope of packaging. Disposable packaging shall be disposed of by the Customer.

**8.** If the shipment is made in returnable packaging, this must be returned carriage paid within 30 days of receipt of the delivery. The Customer shall be responsible for any loss of or damage to the returnable packaging.

Returnable packaging may not be used for other purposes or to hold other items. They are only intended for the transport of the

delivered goods. Labels may not be removed.

**9.** In the event of damage to or loss of the goods in transit, an inventory should be taken immediately and Wolfgang Fels notified of this. The Customer shall assert claims arising from any transport damage with the carrier without delay.

#### **§ 11 Additional material/Material processing**

**1.** Material procured by the customer and other supplies of whatever kind are to be delivered to Wolfgang Fels free of charge.

**2.** Where material is provided by the Customer, the packaging material and waste due to unavoidable waste from printing form equipment and production printing, and in the case of processing by trimming, punching and the like, shall remain with Wolfgang Fels.

**3.** Wolfgang Fels will not pay compensation for rejects that occur to the extent that is customary in the industry.

**4.** Wolfgang Fels shall not be liable for damage caused by incorrect or inaccurate labelling and marking of goods provided or other supplies by the Customer in the absence of a breach of duty. Goods and other supplies provided by the Customer or by a third party engaged by the Customer, in particular also data carriers and transferred data, are not subject to any duty of inspection by Wolfgang Fels.

**5.** The goods to be processed will only be inspected by Wolfgang Fels for externally visible damage. Wolfgang Fels is not obliged to carry out any further inspections. The Customer will be notified of any defects discovered within 10 working days of the discovery of the defect.

**6.** The goods provided to Wolfgang Fels must consist of a material of suitable quality that can be properly processed. Where these requirements are not met, Wolfgang Fels will inform the Customer of the additional expenditure that will become necessary and of the resulting price increase, if and as soon as Wolfgang Fels ascertains the unsuitable quality.

Where the Customer does not agree with the price change, it has the right to withdraw from the contract. The withdrawal must be effected immediately after Wolfgang Fels has notified the Customer of the altered conditions. If the Customer declares withdrawal, it must pay appropriate compensation for the work already carried out.

**7.** Digital templates/data provided by the Customer must be created and formatted in accordance with Wolfgang Fels's specifications. Where this is not the case, the Customer is excluded from making a complaint in this respect.

**8.** The Customer shall use state-of-the-art computer virus protection programs for data transmissions prior to transmission. Data backup is the Customer's sole responsibility. Wolfgang Fels shall be entitled to make a copy

**9.** The Customer is obliged to compensate Wolfgang Fels for all damages, including lost profits, as well as processing costs incurred due to the provision of unusable, non-processable or harmful material and data.

**10.** Wolfgang Fels is entitled to a right of retention in accordance with section 369 of the German Commercial Code in respect of the printing and stamping templates, manuscripts, raw materials and other items supplied by the Customer until all due claims arising from the business relationship have been met in full.

**11.** The items made available to Wolfgang Fels by the Customer will be stored for a maximum period of two years after the last use. After the expiry of this period, Wolfgang Fels is entitled to destroy them unless the Customer has expressly requested Wolfgang Fels in writing to return the items before the expiry of the period. The risk of loss or damage shall pass to the Customer upon expiry of the two-year period.

#### **§ 12 Obligation to inspect and give notice of defects**

**1.** All claims of the Customer due to defective deliveries or services presuppose that the Customer has fulfilled its owed obligations to inspect and give notice of defects.

**2.** The Customer is obliged to inspect the goods for defects and damage, in particular also preliminary and intermediate products sent for correction, in accordance with §377 of the German Commercial Code immediately after delivery and to notify Wolfgang Fels in this respect, as well as of any subsequently detected defects and damage, immediately after they are discovered and to provide Wolfgang Fels with a return sample from the delivery concerned. The provisions of §377 of the German Commercial Code shall apply accordingly to services and work. Notices of complaints shall be transmitted in writing.

**3.** The use of defective items or services is not permitted. Where a defect could not be discovered at the time of receipt of the goods

or provision of the service, any further use of the product or service must be discontinued immediately after discovery. The burden of proof that a hidden defect exists shall be borne by the Customer.

4. The Customer shall hand over the goods complained about to Wolfgang Fels and shall allow the time necessary to examine the defect complained about. In the event of unjustified complaints, Wolfgang Fels reserves the right to charge the Customer for the inspection costs incurred.

5. The notice of defects shall not release the Customer from compliance with its payment obligations.

6. Defects in part of the delivered goods do not entitle the Customer to complain about the entire delivery, unless the partial delivery is of no interest to the Customer.

7. No objection can be made to deviations in the dimensions of the product or service to be provided by Wolfgang Fels where these deviations can be qualified as customary in the industry or trade.

8. In the event of reproductions in all manufacturing processes, objections cannot be made to minor deviations from the original. The same applies to the comparison between other originals (e.g. proofs, press proofs) and the final product. Corresponding minor or customary deviations do not constitute a defect in Wolfgang Fels's products or services.

### **§ 13 Warranty**

1. Where subjective requirements for the delivery items and services have been agreed between Wolfgang Fels and the Customer, e.g., by specifications to be complied with, a material defect within the meaning of section 434 of the German Civil Code shall only exist where the products and services do not comply with these subjective requirements. Any deviating objective requirements within the meaning of section 434(3) of the German Civil Code are irrelevant in this respect.

2. Declarations of conformity, quality agreements or specifications issued by Wolfgang Fels do not constitute guarantees and do not establish strict liability. In particular, they do not release the Customer from its obligation to check the goods for their suitability for the respective packaged goods before processing - also by carrying out appropriate analyses.

3. Where there is a defect in the goods or services supplied by Wolfgang Fels, Wolfgang Fels is entitled, at its own discretion, to remedy the defect, make a replacement delivery or issue a credit note.

4. The Customer may also rectify defects after consultation with Wolfgang Fels.

5. Claims by the Customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded where the expenses increase because the goods were subsequently taken to a place other than the Customer's place of business.

6. No objection can be made to excess or short deliveries of up to 10% of the ordered print run. The delivered quantity shall be calculated. Regarding deliveries from special paper production of less than 1,000 kg, the percentage shall be increased to 20%, and to 15 % for deliveries below 2,000 kg.

7. Unless expressly agreed otherwise in writing, Wolfgang Fels does not provide any warranty for the reaction of an adhesive coating on special substrates.

8. A warranty for defects that do not or only insignificantly affect the value or the usability is excluded.

### **§ 14 Defects of title**

1. Orders based on drawings, sketches or other information provided to Wolfgang Fels will be fulfilled at the Customer's risk. Where Wolfgang Fels encroaches on third-party property rights as a result of the fulfilment of such orders, the Customer shall indemnify Wolfgang Fels against claims by these rights holders. Any further damages shall be borne by the Customer.

2. Wolfgang Fels's liability for any infringement of property rights in connection with the connection or use of the delivery items or services with other products is excluded unless Wolfgang Fels is responsible for the infringement of property rights. Claims for damages shall be governed exclusively by § 15.

3. In the event of defects of title, Wolfgang Fels is entitled, at its discretion, to procure the necessary licences with respect to the infringed property rights or to remedy the defects of the delivery item or service by providing a delivery item or service that has been modified to an extent that is reasonable for the Customer.

4. The actual place of use or application of Wolfgang Fels's services is generally not known to Wolfgang Fels. The Customer is

therefore obliged to determine for itself whether any infringements of property rights or other legal infringements exist at the place of delivery or use as a result of the delivery or application of Wolfgang Fels's product or service and whether Wolfgang Fels's product or service can otherwise be used at the place of use. Wolfgang Fels's liability for the infringement of third-party industrial property rights extends only to those industrial property rights which are registered and published in Germany, unless Wolfgang Fels is responsible for an infringement of industrial property rights going beyond this. Claims for damages shall be governed exclusively by § 15.

5. The transfer or granting of industrial property rights and copyrights, in particular of existing industrial property rights of Wolfgang Fels to the Customer, is not the subject of the product or service to be provided by Wolfgang Fels. The type and scope of the rights of use or property rights to be granted shall remain subject to a separate contractual agreement.

6. The operating items used by Wolfgang Fels for the execution of the order, in particular but not limited to print data, CAD data, punching and embossing tools remain Wolfgang Fels's property even in the event of separate invoicing and will not be delivered; Wolfgang Fels is entitled to any copyrights.

7. All ideas and documents designed by Wolfgang Fels, in particular samples, dummies, sketches, drafts, technical information, lithos, proofs, etc., are subject to the protection of Wolfgang Fels's intellectual property and may not be used or exploited in any form without Wolfgang Fels's consent, unless these products were manufactured exclusively according to the Customer's specifications and regulations.

8. Where Wolfgang Fels manufactures on behalf of the Customer in accordance with drawings, models, samples or other technical documents provided by the Customer or in accordance with process requirements specified by the Customer, the Customer shall assume responsibility for ensuring that the industrial property rights of third parties are not infringed thereby. Where third parties prohibit Wolfgang Fels from manufacturing and supplying such products in particular by invoking existing industrial property rights, Wolfgang Fels is entitled, without being obliged to verify the legal situation, to cease any further activity to the extent in question and to claim damages from the Customer.

9. The handover of such drawings, documents and the like as well as with the desired process results and the specified recipes and underlying material inputs etc. constitutes the Customer's release of Wolfgang Fels from all claims of third parties in this connection.

### **§ 15 Liability**

1. Where Wolfgang Fels or its legal representatives, employees or vicarious agents intentionally or grossly negligently breach an obligation, in particular arising from the contractual relationship, or intentionally or grossly negligently commit an unlawful act, Wolfgang Fels is liable for the Customer's resulting loss in accordance with the statutory provisions.

2. Where Wolfgang Fels, its legal representatives, employees or vicarious agents breach an obligation merely through simple negligence, claims for damages by the Customer against Wolfgang Fels are excluded, irrespective of the type and legal grounds, in particular for breach of obligations arising from the contractual relationship or from tort. This shall not apply in the event of a simple negligent breach of a material contractual obligation. In this event, Wolfgang Fels's liability shall be limited to the foreseeable damage typical for the contract. An essential contractual obligation in this sense is one the fulfilment of which renders the proper performance of the contract possible in the first place and on the observance of which the Customer regularly relies and may rely.

3. The above exclusion or limitation of liability shall not apply in the event of culpable death, physical injury or sickness, or in the event of fraudulent concealment of a defect, nor shall it apply if a guarantee of quality is not fulfilled or if liability exists under the Product Liability Act.

4. The statutory rules on the burden of proof shall remain unaffected by the above provisions.

5. The Customer's only has rights of recourse against Wolfgang Fels to the extent that the Customer has not entered into any agreement with its customer that goes beyond the statutory claims for defects and damages.

6. Liability on Wolfgang Fels's part is excluded where the Customer for its part has effectively limited its liability vis-à-vis its customer.

7. Unless otherwise agreed in these GTCPD, the Customer shall be liable to Wolfgang Fels at least to the extent of the statutory liability. Limitations or exclusions of liability on the Customer's part

that limit its statutory liability are excluded.

#### **§ 16 Prescription**

1. The limitation period for claims and rights due to defects in Wolfgang Fels's products, services and work performances is 1 year. The commencement of the limitation period shall be governed by statutory provisions. In the cases of §§ 438(1)(2), 438(3), 634(a)(1)(2), 634(a)(3) of the German Civil Code, the limitation period provided for therein shall apply. Where Wolfgang Fels is liable for damages in accordance with § 15, the warranty period in respect of the claim for damages shall be governed by statutory provisions.

2. Subsequent performance measures shall neither suspend the limitation period applicable to the original performance or cause the limitation period to recommence. Section 212 of the German Civil Code remains unaffected.

#### **§ 17 Acquisition of ownership**

1. Wolfgang Fels retains ownership of all delivery items until full payment of all claims accruing to it from the business relationship with Customer.

Wolfgang Fels reserves all property rights and copyrights to the illustrations, drawings, calculations and other (technical) documents provided.

2. Where property of Wolfgang Fels is processed, combined or commingled with property of third parties, Wolfgang Fels shall acquire ownership of the new item in accordance with §947 of the German Civil Code.

3. Where processing, combining or commingling is carried out in such a way that the third-party performance is to be regarded as the main item, Wolfgang Fels shall acquire ownership in the ratio of the value of the Wolfgang Fels performance to the third-party performance at the time of processing, combining or commingling.

4. Where Wolfgang Fels acquires ownership of an item as a result of its performance, Wolfgang Fels shall retain ownership of this item until all existing claims arising from the business relationship with the Customer have been settled.

5. The Customer is obliged to keep the goods subject to retention of title carefully and, if necessary, to carry out maintenance and repair work in good time at its own expense. The Customer shall insure the goods subject to retention of title against loss and damage at its own expense. Any security claims arising in the event of damage shall be assigned to Wolfgang Fels.

6. The Customer is entitled to resell the item which is (co-)owned by Wolfgang Fels in the ordinary course of business as long as it meets its obligations arising from the business relationship with Wolfgang Fels. In this case, the claim arising from the sale shall be deemed to have been assigned to Wolfgang Fels in the ratio in which the value of the Wolfgang Fels product secured by the retention of title stands to the total value of the goods sold. The Customer remains entitled to collect this claim even after the assignment. Wolfgang Fels's authority to collect this claim itself remains unaffected.

7. The Customer's right to dispose of the goods subject to Wolfgang Fels's retention of title and to collect the claims assigned to Wolfgang Fels shall expire as soon as the Customer no longer meets its payment obligations and/or an application is made to open insolvency proceedings.

In these aforementioned cases and in the event of other conduct by the Customer in breach of contract, Wolfgang Fels is entitled to take back the goods delivered under retention of title without a reminder.

8. The Customer shall inform Wolfgang Fels immediately if there are any risks to its property subject to retention of title, in particular in the event of bankruptcy, insolvency and enforcement measures. At Wolfgang Fels's request, the Customer shall provide all necessary information about the stock of goods (jointly) owned by Wolfgang Fels and about the claims assigned to Wolfgang Fels and shall inform its customers of the assignment. The Customer shall support Wolfgang Fels in all measures necessary to protect the (co-)ownership of Wolfgang Fels and shall bear the resulting costs.

9. Wolfgang Fels is entitled to a lien on the Customer's goods that have come into Wolfgang Fels's possession on the basis of the contract for all claims arising from the contract. The right of lien may also be asserted on account of claims from earlier deliveries or services, insofar as these are connected with the product or service.

For other claims arising from the business relationship, the right of lien shall apply insofar as this is undisputed or has been legally

established. Sections 1204 et seq. of the German Civil Code and § 50(1) of the German Insolvency Code shall apply accordingly.

10. Where the realisable value of the security exceeds Wolfgang Fels's claims by more than 10%, Wolfgang Fels will release security of its choice to this extent at the Customer's request.

#### **§ 18 Tools**

1. Wolfgang Fels's liability with regard to storage and care for tools belonging to the Customer or tools made available by the Customer on loan is limited to due care and diligence. Costs for maintenance and insurance shall be borne by the Customer. Wolfgang Fels's obligations under this § 18 will lapse if the Customer has not collected the tools within 14 days of a corresponding request to it following the completion of the order.

2. As long as the Customer does not meet its contractual obligations in full, Wolfgang Fels has a right of retention to the tools.

#### **§ 19 Proofs and press proofs**

1. Proofs and press proofs shall be checked by the Customer for typesetting and other errors and returned to Wolfgang Fels with a declaration of readiness for printing. Changes made by telephone shall be confirmed in writing.

2. In the case of errors which the Customer overlooks in the course of checking the galley proofs and the press proofs, it shall be excluded from making a later complaint, unless the errors were not recognisable.

3. The Customer is responsible for errors in the copy templates provided.

#### **§ 20 Confidentiality**

1. The Customer undertakes to treat all aspects of the business relationship worthy of protection as confidential. In particular, it shall treat as business secrets all commercial and technical details which are not in the public domain and which become known to it through the business relationship. Information or aspects of the business relationship which were already publicly known at the time of disclosure as well as such information or aspects of the business relationship which were already demonstrably known to one contracting party before disclosure by the other contracting party shall not be subject to the obligation of confidentiality.

The Customer shall ensure that its employees also protect Wolfgang Fels's legitimate confidentiality interests.

2. Reproduction of the documents provided to the Customer is only permitted within the scope of operational requirements and copyright provisions.

3. All documents may not be wholly or partly made accessible to third parties or used outside the purpose for which they were provided to the Customer without Wolfgang Fels's written consent.

4. Procedures which Wolfgang Fels has handed over or disclosed to the Customer, in whatever form, may only be used for the purpose intended or specified in the contract; disclosure to third parties is not permitted without Wolfgang Fels's express consent.

5. Disclosure, even partial, of the business relationship with Wolfgang Fels to third parties may only be made with Wolfgang Fels's prior written consent and the Customer shall also oblige the third parties to maintain confidentiality within the framework of a similar agreement. The Customer may only advertise the business relationship with Wolfgang Fels with prior written consent.

6. The Customer is obliged to maintain confidentiality even after the end of the business relationship.

7. The Customer undertakes not to use the information received from Wolfgang Fels and subject to confidentiality to conduct business directly or indirectly with Wolfgang Fels's customers or to advertise such business.

#### **§ 21 Labelling**

Wolfgang Fels is entitled to make appropriate reference to Wolfgang Fels on the products and services, provided that the Customer has given its consent to this. The Customer may only refuse its consent in this respect insofar as it has a justified interest.

#### **§ 22 Applicable law**

1. The exclusive local place of jurisdiction is Wolfgang Fels's registered office. Wolfgang Fels is entitled to sue the Customer in any other court having jurisdiction under the law.

2. The business relations with the Customer shall be governed exclusively by the law of the Federal Republic of Germany. The applicability of the CISG - "Vienna Sales Convention" and private international law is excluded.

3. Where individual parts of these GTCPD prove invalid, this shall

not affect the validity of the remaining provisions. The contracting parties shall endeavour to replace the invalid clause with another clause that comes as close as possible to the economic purpose and legal meaning of the original wording.

4. The language of the contract is German.

**§ 23 Contact details**

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