

General Terms and Conditions of Pohl-Scandia GmbH

All offers, orders and agreements shall be based on the supplier's terms and conditions. They shall be considered accepted by order placement and/or acceptance of the delivery if the customer has been provided the opportunity to take note of their contents in a reasonable manner within the scope of the business relationship. Different conditions shall only become binding if they have been expressly accepted in writing.

I. Offers and prices

- Offers are only binding in writing; otherwise they are non-binding. Prices mentioned in an offer are net in Euro (excluding value added tax); they apply under the proviso that the order data on which the offers are based remain unchanged; otherwise the further procedure shall follow paragraph 2 of this section. Prices are calculated for orders that are executed without any interruptions for which the customer is responsible. If the customer requests partial deliveries, any resulting extra costs shall be invoiced additionally.
- If essential changes to the daily prices occur between order confirmation and delivery, the contracting parties agree to negotiate a price adjustment.

II. Order placement and acceptance

The order shall be considered accepted if the purchase order is confirmed in writing by the supplier. Changes shall require written confirmation.

III. Delivery and packaging

- For orders with a net merchandise value (without value added tax) of at least EUR 250, dispatch shall be effected free of freight and packaging charges to the nearest general cargo receiving station within the Federal Republic of Germany, except for surface freight and deliveries by own company trucks for own account, irrespective of the invoice amount. The customer shall bear the freight costs incurred for mail items, express or fast freight items that exceed the general cargo rate. The customer shall bear the postage, freight and packaging costs for order values under EUR 250 (without value added tax). Goods are dispatched at the recipient's risk. Damaged goods may only be accepted once the deliverer has expressly accepted the damage in writing. The risk shall also be transferred if the supplier has to place the goods into stock due to a delay in dispatch caused by the customer. Unless otherwise agreed upon, the supplier shall select packaging, dispatch route and mode of dispatch at his best discretion.
- The supplier shall accept return deliveries of packaging within the scope of the duties imposed on him by the Packaging Ordinance. Pallets, cover boards, wooden crates or other returnable packaging shall remain the supplier's property. The customer can return packaging at the supplier's premises during customer business hours after prior timely notification, unless another point of acceptance/point of collection has been specified to him. Packaging can also be returned to the supplier on delivery, unless another point of acceptance/point of collection has been specified to the customer. Returned packaging shall only be accepted immediately after delivery of the goods; in case of subsequent deliveries only after prior timely notification and provision. The customer shall bear the cost of transport for the used packaging. If a specified point of acceptance/point of collection is further away than the supplier's business, the customer shall only bear the cost of transport that would arise for the distance to the supplier's business. Returned packaging must be clean, free of foreign matter and correctly sorted according to the type of packaging. Otherwise the supplier shall be entitled to charge the customer with the additional costs arising for the disposal.

IV. Delivery time and delay in delivery

- Delivery dates confirmed by the supplier are based on a continuous production of the respective order and shall be valid from the date of order confirmation. For printed goods, the delivery time shall only commence from receipt of the approved press proof. Any interruptions induced by the customer during the term of the order shall extend the delivery dates accordingly.
- In case of a delay in delivery, the customer shall have to set a reasonable grace period in accordance with §326, clause 1, German Civil Code (BGB). If this grace period is exceeded, it shall only be possible to claim compensation in case of wilful intent or coarse negligence. Any compensation shall be restricted to the damage that was foreseeable at the time of contract conclusion. Covering purchase shall be excluded.
- Disruption of operations both of his own operations and of third party operations from which production and transport critically depend shall discharge the supplier from having to adhere to the delivery time without compensation, shall entitle the supplier to make partial deliveries or to withdraw from the contract, if no remedy can be found in good time or only at unreasonably high expenditure. As disruptions of operation within this meaning shall be considered any serious obstacles, which, when viewed objectively, the supplier cannot be held responsible for (force majeure), in particular resource and energy scarcity, traffic bottlenecks, intervention by the authorities, industrial dispute, war and riots, as well as fires and machine damage.

V. Call-offs and default of acceptance

- Unless other deadlines have been expressly agreed upon, call-off orders shall be subject to a term of acceptance of maximum six months. If this deadline is exceeded, the supplier shall from this point in time be entitled at his discretion to either increase the price per 1000 pieces for every further month by 1% to cover storage costs, interest payments and similar, or to invoice the total quantity, deliver it to the customer or store it at the latter's expense.
- This shall also apply if the acceptance of ordered quantities does not take place at the agreed point in time. In both cases, the quality and hazard risk shall pass to the customer at the point in time of default of acceptance.

VI. Execution and complaints

- If goods are sold according to samples, these shall be considered non-binding insofar as deliveries are machine-produced, with the total delivery being decisive for the evaluation and not the quality of individual pieces.
- Orders shall be executed in accordance with the state of the art within the scope of technically necessary material- and process-related tolerances in customary quality. Customary deviations with regard to colour, weight and stock composition shall be reserved and shall not entitle the customer to complaints.
- The customer shall be obligated to check the printing and/or production specifications, to sign them and return them to us and to make any corrections in a clear and unambiguous manner.

The supplier shall not be liable for any faults that were overlooked and not objected to. If no proof is required, the printing template shall be decisive.

- For custom-made products, an excess or short delivery of up to 10% of the order quantity shall be permitted. For delivery quantities below 25,000 pieces, this percentage shall increase to 20%. When processing specially made special papers, the supplier reserves the right to process the entire quantity delivered by the paper manufacturer. This shall also apply to special formats. When partial quantities are delivered, the smallest original packaging unit shall in general be delivered.
- Notifications of defects for obvious defects can only be considered in writing within 8 days after arrival of the goods. Concealed defects, which cannot be detected on immediate examination, can only be asserted vis-à-vis the supplier if the notification of defects is received by the supplier promptly upon its discovery within 3 months after the goods have left the supplier. Accepted notifications of defects shall entitle the supplier at his discretion to price reduction, substitute delivery after a reasonable period of time or to withdrawal from the contract. Any further claims for damages shall be ruled out, unless they are regulated in the German Civil Code (BGB).
- Processed and printed goods cannot be taken back.
- Printing documents, punching equipment, tools, printing plates, lithos etc. shall remain the supplier's property unless these have been provided by the customer. The customer is able to purchase these by means of a separate purchasing agreement.

VII. Payment

- Payment shall have to be effected within 30 days after invoice date net and without deductions. If the due date is exceeded, default interest in the amount of the bank credit interest shall be charged.
- Deviating agreements with regard to the due date for payment and any cash discount granted are possible and require the written confirmation of the supplier.
- In the case of custom-made products, extraordinary preparatory effort or initial deals, an adequate advance payment can be requested.
- Bills of exchange shall only be accepted following prior special agreement and on account of performance; discount charges and stamp duties shall be borne by the customer. No cash discount can be granted in the case of promissory notes or customer bills of exchange.
- If a considerable worsening of the customer's financial circumstances becomes known or if he gets into default of payment or acceptance for these reasons, the supplier shall be entitled to refuse further deliveries or to demand immediate payment also of goods not yet delivered, invoices not yet due and bills of exchange and cheques not yet due, insofar as the amounts are covered by expenses already incurred by the supplier in performing the order.

VIII. Reservation of title

- The goods shall remain the supplier's property until the customer has completely paid all receivables due by him vis-à-vis the supplier. The customer shall only be entitled to resell in the ordinary course of business. The customer herewith assigns his receivables from the resale to the supplier. The supplier herewith accepts the assignment. At the latest in the case of default, the customer shall be obligated to provide the name of the debtor of the assignment receivables. If the total value of collateral security for the supplier exceeds his receivables by more than 20%, the supplier shall at the customer's request or at the request of a third party affected by the supplier's over-collateralisation be obliged to release securities at the supplier's discretion.
- In case of treatment or processing of goods delivered by the supplier that are his property, the suppliers shall be regarded a manufacturer in accordance with § 950 German Civil Code (BGB) and shall at any time of processing retain ownership in the products. If third parties are involved with the treatment or processing, the supplier shall be restricted to a share of co-ownership in the amount of the invoice amount for the goods that are subject to retention of title. The property thus acquired shall be considered property to which the title has been retained.

IX. Data storage

The customer agrees that the supplier stores data of the customer as defined by the Federal Data Protection Act.

X. Archiving

Any products belonging to the customer, in particular data and data carriers, shall only be archived by the supplier after express agreement and against special remuneration beyond the time of handover of the final product to the customer or his vicarious agents. If the above-mentioned items are to be insured and nothing has been agreed to this effect, the customer shall have to attend to this himself.

XI. Industrial property rights/copyright

The customer shall assume sole liability if the execution of his order violates the rights of third parties, in particular copyrights. The customer shall indemnify the supplier from all claims of third parties attributable to such an infringement.

XII. Place of performance, choice of law and jurisdictional venue

The place of performance for delivery and payment for both parties shall be the domicile of the supplier regardless of the value of the claim. German law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods shall apply to the entire contractual relationship between the supplier and his commercial contractual partner. Jurisdictional venue shall be the supplier's domicile.

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