

Terms of Sale and Delivery

§ 1: Contract Conclusion

- 1) Exclusively our terms stated below shall apply. Deviating or supplementary terms of purchase of the Customer are only applicable if they have been acknowledged by the Contractor in writing. These terms shall apply to companies, legal persons under public law and special funds under public law.
- 2) All offers are subject to confirmation, they do not include VAT and will become binding only with our written order acknowledgment.
- 3) If the Customer orders the goods using electronic means, we will immediately confirm receipt of the order. The confirmation of receipt is no binding acceptance of the order. Our confirmation of receipt may be sent together with the acceptance.

§ 2: Performance, Delivery, Delivery Times

- 1) For fabrication reasons, the Contractor is entitled to deviate up to 10% up and down from the agreed order quantity, the agreed weight and the agreed thickness, to the extent that this is reasonable for the Customer, taking into account the Contractor's interests. The invoice will be based on the delivered quantity. A resulting notice of defects is excluded.
- 2) The size of the corrugated box is indicated in mm of the internal dimension, in the order length x width x height. We reserve the right to apply a tolerance of 1% which is in line with the industry standards.
- 3) Samples will be made by hand. We reserve the right of minor deviations between hand-made samples and the delivery of machined goods.
- 4) Partial deliveries are admissible to an extent which is reasonable for the Customer, and taking into account the Contractor's interests.
- 5) Plates, tools and other auxiliary means manufactured by or on behalf of the Contractor will remain the Contractor's property even if the manufacturing costs have been fully or partly charged and paid by the Customer. Invoices due for these items must be paid without any deduction. The Contractor is not obligated to release these items to the Customer. Plates and tools will be stored for 2 years for possible repeat orders.
- 6) Responsibility for compliance with intellectual property rights and copyrights for the ordered equipment shall be assumed by the Customer. To the extent that the Contractor is aware of third-party intellectual property rights and copyrights, he shall inform the Customer on such rights.
- 7) Delivery times are stated only as a rough guidance, unless they have expressly been assured in writing as binding.
- 8) The delivery time shall start with the date of order acceptance. If the confirmed order is modified, the delivery time shall start upon the acknowledgment of the modification.
- 9) If the delivery is delayed at the Customer's instigation, the Contractor may – starting one month after notification of the readiness to deliver – charge the storage costs incurred by the Contractor even if the goods have been stored in one of its plants, however at least 0.5% of the invoice amount of the goods for each month. The right to make further claims is reserved. The Customer remains at liberty to prove that the Contractor has not suffered any damage or a substantially lower damage due to the delay.

§ 3: Palletisation

- 1) The Contractor will maintain a pallet account for the Customer on the pallets and covering plates in its possession.
- 2) The Customer must acknowledge receipt of the pallets received in each case.
- 3) With each delivery of palletised goods, the Customer shall return the same number of pallets with the same value to the Contractor as it has received.
- 4) Pallets that are not returned or that are returned in a damaged state will be charged.

§ 4: Customer's Delay in Acceptance

If the Customer refuses to fully or partly accept the goods at the agreed delivery date, the Contractor may either request performance of the contract or after expiry of a reasonable grace period it may claim damages for non-performance, or may withdraw from the contract.

§ 5: Force Majeure

- 1) If performance of the order is delayed due to force majeure, the agreed delivery time shall be extended by the duration of the interference. The Contractor shall immediately inform the Customer on the occurrence of any force majeure. Apart from that, the contract will remain in force without any changes. If the interference should last for a period of more than six weeks, both contracting partners are entitled to withdraw from the contract.

- 2) The risk of accidental loss and accidental deterioration of the goods shall pass over to Customer upon handover, in case of sale by delivery to a place other than the place of performance upon delivery of the goods to the forwarding agent, the carrier or any other person commissioned to perform the dispatch.

§ 6: Warranty

- 1) In case of defects of the supplied goods, we will initially provide warranty according to our choice by rectification of the defect or delivery of a substitute.
- 2) If subsequent performance should fail, the Customer shall basically be entitled to choose either to reduce the remuneration (reduction) or request cancellation of the contract (revocation). However, in case of a minor non-conformity with the contract, in particular in case of only minor defects, the Customer does not have the right to cancel the contract.
- 3) The Customer must inform us in writing on any obvious defects within a period of eight working days from receipt of the goods, and on hidden defects within a period of eight working days from identification of the defects. Otherwise the assertion of the warranty claim shall be excluded. Timely dispatch is sufficient to meet this deadline. The Customer shall carry the full burden of proof for all qualifying conditions for the claim, in particular for the defect itself, for the time when the defect was identified and for the timeliness of the notice of defects. The complaint notification shall be accompanied by samples of the objected goods.
- 4) If the Customer should choose to withdraw from the contract due to a defect of title or defect in quality after failed subsequent performance, he shall have no additional right to claim damages for the defect. This shall not affect any liability according to the Product Liability Act. If the Customer should choose to claim damages after failed subsequent performance, the goods will remain with the Customer if this can be reasonably expected by the latter. Damages shall be limited to the difference amount between the purchase price and the value of the defective item. This shall not apply if we have breached the contract with malicious intent.
- 5) The warranty period shall be one year from delivery of the goods. This shall not apply if the Customer has not informed us on the defect in due time.
- 6) The property of a packaging with regard to its suitability for a certain designated use is warranted only if the warranty has been submitted in writing.
- 7) Deviations which are customary in the industry, in particular with regard to gluing, smoothness and purity of the papers, bonding, stitching, colours and printing do not represent defects.

§ 7: Liability

- 1) Liability for slightly negligent infringement of minor contractual obligations is excluded. This exclusion shall also apply for slightly negligent failure of our legal representatives and vicarious agents to comply with their duties. To the extent that we assume liability for negligence, our liability for damages is limited to the amount covered by our third-party liability insurance.
- 2) The above-mentioned limitations on liability shall not apply for the claims of the Customer covered by product liability. In addition, the limitations on liability shall not apply for bodily injuries and damages to health attributable to us, or in case of death of the Customer and/or its legal representatives or vicarious agents.
- 3) Claims for damages of the Customer based on a defect shall be subject to a limitation period of one year after delivery of the goods, except in case of fraudulent intent.
- 4) This shall not affect liability for product liability claims.
- 5) If the Customer claims damages instead of performance acc. to § 281 German Civil Code, these shall be limited to the amount of additional costs of a purchase of replacement goods, and to a maximum amount of the order value.

§ 8: Terms of Payment

- 1) If nothing else has been agreed in writing, the prices of the Contractor shall apply ex stock or ex works, including loading and packaging. They do not include legal VAT.
- 2) The Contractor is entitled to make reasonable adjustments to the price if more than two months have passed between contract conclusion and the agreed delivery date. The price adjustment is allowed in all cases when the calculation basis of the Contractors has changed, in particular if the raw material prices, the wage costs or transport costs rise.
- 3) The invoice amount shall become payable according to the terms indicated on the front page. After expiry of this period, the Customer will be in default.

- 4) In case of initial orders, we are entitled to request shipment cash on delivery or delivery against prepayment.
- 5) The Customer shall only be entitled to set off or retain any amounts if the counterclaim has been undisputed or legally established.

§ 9: Delayed Payment

- 1) In case of delayed payment, interest in the amount of 8 percentage points p.a. above the relevant basic interest rate shall be due. We reserve the right to claim further compensation against proof.
- 2) If the Customer is in delay with any payments, the Contractor is not obligated to make further deliveries under any contract until payment of the invoice amounts due including default interest.
- 3) Should we come to know about any facts that put the Customer's creditworthiness into question, or if the Customer fails to pay amounts due according to these terms, we are entitled to request prepayment and immediately claim all accounts payable from the business relationship which are not due yet. We are further entitled to withdraw from current contracts or demand securities.

§ 10: Retention of Title

- 1) The supplied goods will remain the Contractor's property until payment of all accounts receivable from the business relationship.
- 2) The retention of title does not exclude the Customer's right to use the supplied goods within the scope of its ordinary business operations, and/or to process and sell these goods. However, the Customer must not – as long as the retention of title exists – assign such goods as security or pledge them. The goods must expressly be excluded from any transfer by way of security of entire warehouses.
- 3) If the supplied goods are used as packaging or further processed as packaging material, this does not entail termination of the Contractor's ownership. The Contractor will become the owner or joint owner of the new product in proportion of the invoice value of its products subject to the retention of title to the packaged goods and/or the manufactured packaging.
- 4) If the supplied goods or the packaging produced from such goods are resold, the Customer herewith assigns to the Contractor with immediate effect its right to the purchase price from its customers until full payment of its claim in the amount of the invoice value of the supplied goods subject to retention of title. The Contractor herewith accepts such assignment.
- 5) If the value of the above-mentioned security exceeds the value of the claims to be secured by 20%, the Contractor shall release fully paid deliveries at the Customer's request. The Customer is obligated to object all attachments of the goods held as security (goods subject to retention of title and accounts receivable) by third parties, pointing out the rights of the Contractor, and shall immediately inform the Contractor on such issues. It is further obligated to insure the products subject to retention of title within the usual scope.
- 6) If the Customer is in breach of the contract, in particular if it is in delay with any payments, we are entitled to withdraw from the contract and request handover of the goods.

§ 11: Place of Performance, Legal Venue and Choice of Law

Place of performance and legal venue for all obligations and/or legal disputes arising from the delivery contract – including actions on cheques and bills – shall be the place of the Contractor's commercial establishment from which the order was confirmed. Exclusively German law shall apply, excluding the CISG.

These terms are made in German and English language, whereas it is the German Version exclusively that is conclusive and binding. The English translation is for convenience only.

§ 12: Invalidity of Provisions

- 1) If individual provisions of these Terms should be or become invalid for any legal reason, this shall not affect the validity of the other provisions.
- 2) Invalid provisions shall be amicably replaced by valid provisions that come as close as possible to the economic purpose of the invalid provision.

§ 13: Agreement according to the Federal Data Protection Act

The company Gissler & Pass GmbH is entitled to store and process the customer data obtained during its business relationship with them within the meaning of the Federal Data Protection Act.