

STANDARD BUSINESS TERMS

of

OCTANT Siebdruck GmbH
Gildemeisterstraße 125
33689 Bielefeld, Germany

As amended 11/2020

Clause 1 General – Scope

1. Our business terms apply exclusively; we do not recognise conflicting or deviating terms and conditions of the client, unless we have expressly agreed to their application in writing. Our business terms also apply if we carry out the delivery to the client without reservation in the knowledge of the client's conflicting or deviating terms and conditions.
2. All agreements made between us and the client for the purpose of executing this contract are set out in writing in this contract.
3. Our business terms apply only to companies as defined by Section 310 German Civil Code (Bürgerliches Gesetzbuch – BGB).

Clause 2 Offer – Offer documents

1. If the order qualifies as an offer according to Section 145 BGB, we can accept the offer within four weeks.
2. Information in our order confirmations is binding for the order; any errors in the order confirmation must be reported by the client immediately in writing or by e-mail.
3. We reserve the right to reject orders – in whole or in part – because of the content of the order, the origin or the identity of the client, or to extraordinarily terminate the contract immediately after becoming aware thereof if we gain such knowledge at a later date after conclusion of the contract. In the event of rejection or extraordinary termination for the above reasons, the client is not entitled to any claims (in particular claims for damages). Advance payments received must be reimbursed to the client, taking into account the expenses already incurred by the contractor.
4. Sketches, drafts, test specimens, test prints, galley proofs, changes to delivered/transmitted data and similar preparatory work initiated by the client will be charged separately.
5. Subsequent changes to the order after approval of print/production by the client require our consent and can only be implemented within the scope of technical possibilities and capacity levels. Otherwise, they shall be charged separately to the client, including any machine downtime caused thereby and the costs for additional material. Subsequent changes are also deemed to include repetitions of

test prints requested by the client due to minor deviations from the original.

6. In the event of cancellations, the client must reimburse all costs incurred by us up to the time of receipt of the cancellation and the costs that will still be incurred as a result of the cancellation, including any machine downtime. Any materials already procured or goods already manufactured must be accepted by the client at short notice and reimbursed in full. For cancellations at short notice four weeks or less before the agreed delivery date, a processing fee of at least 10% of the order value will be additionally charged in all cases. The right to assert further damages is reserved.
7. We reserve the right of ownership and copyright to illustrations, drawings, calculations and other documents. This also applies to those written documents that are marked as "confidential". The client must receive our express written consent before forwarding such confidential information to third parties.

Clause 3 Prices – Payment terms

1. Our prices are net prices and do not include the applicable value added tax and are ex works, unless otherwise agreed. If ex works is agreed, the prices do not include freight, postage, packaging, insurance and other shipping costs.
2. The deduction of a discount requires a separate written agreement. Unless expressly agreed otherwise, any separate discount agreement does not refer to freight, postage, insurance or other shipping costs.
3. Unless otherwise stated in the order confirmation, the purchase price is due for payment net (without deduction) within 30 days of the invoice date. If the client defaults on payment, we are entitled to demand interest on arrears in accordance with Section 288 (2) BGB in the version applicable at the time of conclusion of the contract as well as the lump sum in accordance with Section 288 (5) BGB. If we are able to prove a higher damage caused by delay, we are entitled to claim it. However, the client is entitled to provide evidence to us that we have not incurred any damages or only significantly lower damages as a result of the delay in payment.
4. We reserve the right to demand payment from international clients in their national currency or euros at our discretion.
5. Our offers and price lists are considered strictly confidential and may not be passed on or made known to third parties.

Clause 4 Delivery periods

1. The delivery period stated by us will not start until all technical questions have been clarified. Delivery periods are only valid if they are expressly confirmed by us in writing or by e-mail.

2. Compliance with our delivery obligation also requires the timely and proper fulfilment of the obligations of the client. The defence of lack of performance of the contract remains reserved.
3. If the client is in default of acceptance or in breach of other obligations to cooperate, we are entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. The right to assert further claims remains reserved.
4. Insofar as the conditions of clause 3 are met, the risk of accidental loss or accidental deterioration of the purchased item passes to the client at the point in time at which the client is in default of acceptance or on debt obligations.
5. If the client demands changes to the order after approval which influence the production time, the delivery period will be extended accordingly. The client will be informed about the impact of the changes on the delivery period.
6. Impediments to performance not attributable to the risk area of one of the contracting parties will release the contracting party from its obligations to perform for the duration of the disturbance and the extent of its effect. Agreed delivery deadlines are extended by the duration of the delay. Such impediments to performance include force majeure, riots, acts of war or terrorism, strikes and lockouts, official measures, blockades of transport routes and other unforeseeable, unavoidable and serious events. In the event of one of these impediments to performance, each contracting party undertakes to inform the other party immediately. This also applies to exceptional impediments to performance in the operations of our suppliers.
7. If the client cannot be expected to wait any longer, it can cancel the individual orders which cannot be produced by us due to the extraordinary service disruptions in accordance with the provisions of these Standard Business Terms. Liability on our part is excluded.
8. We are liable in accordance with the statutory provisions insofar as the underlying order is a fixed transaction within the meaning of Section 361 BGB or Section 376 German Commercial Code (Handelsgesetzbuch – HGB). We are also liable in accordance with the statutory provisions if, as a consequence of a delay in delivery for which we are responsible, the client is entitled to claim that its interest in the further performance of the contract no longer exists.

Furthermore, we are liable in accordance with the statutory provisions if the delay in delivery is due to an intentional or grossly negligent breach of contract for which we are responsible or the medium or slightly negligent breach of a material contractual obligation; any fault on the part of our representatives or vicarious agents must be attributed to us. If the delivery delay is not due to an intentional breach of contract for which we are responsible, our liability for damages is limited to the foreseeable, typically occurring damage.
9. If the delay in delivery is due solely to a culpable breach of a non-material contractual obligation, the client is entitled to demand

lump-sum compensation for each completed week of delay in the amount of 3% of the delivery value, but not more than 15% of the delivery value.

Clause 5 Transfer of risk, delivery, packaging costs

1. Unless otherwise stated in the order confirmation, delivery is agreed to be ex works.
2. Transport containers and all other packaging in accordance with the packaging regulations will not be taken back, with the exception of pallets. The client undertakes to ensure the disposal of the packaging at its own expense.
3. If the client so wishes, we will arrange for the delivery to be covered by transport insurance; the client shall bear the costs incurred in this respect.
4. If the goods are to be dispatched, the risk of accidental loss and accidental deterioration of the goods passes to the client as soon as the consignment has been handed over to the person carrying out the transport or as soon as the goods are made available for dispatch within the agreed time. The client is responsible for unloading the goods at the place of destination.
5. An obligation to deliver to third parties exists for us only in the event of an express agreement with the client, who also bears any additional costs incurred as a result. The third party is not the client, unless otherwise expressly agreed.

Clause 6 Warranty for defects

1. We only check all data provided by the client for technical usability in accordance with standard industry test routines; a more extensive check only needs to be carried out with regard to data that obviously cannot be processed or illegible data or information in the print data supplied.
2. We are not liable for defects in the end product which are caused solely by the data or data carriers provided by the client. In this case we retain the full claim to remuneration. This does not apply to obviously corrupt or inaccurate data, but only to the extent that this was obviously recognisable to us before the print/production was carried out.
3. The client must check immediately upon receipt that the goods comply with the contract, taking into account the agreed processing, the process-related tolerances customary in the industry and the materials concerned. Defects must be reported in writing immediately, at the latest within a period of one week from receipt of the goods, and hidden defects must be reported within a period of one week from discovery; otherwise the assertion of warranty claims is excluded. Notwithstanding the above, the client must notify the freight carrier and us of any externally visible damage caused during transport without delay after delivery, at the latest within twelve hours; otherwise the goods shall be deemed to be free

from transport damage. In the case of an agreed mode of dispatch in accordance with clause 5 (3), any damage settlement, however, takes place between the client and the freight carrier.

4. In the event of justified objections, and insofar as we are responsible for the defect, we are initially obliged and entitled at our discretion to rectify the defect and/or deliver a replacement. If we do not comply with this obligation within a reasonable period of time, or if the rectification of defects fails despite repeated attempts, the client may demand a reduction of the remuneration (abatement).
5. If the defect is so serious that the goods cannot be used by the client, the client has the right to withdraw from the defective order in addition to the abatement. Any further warranty or liability for damage, especially for consequential damage, is excluded, unless we or our vicarious agents have acted with intent or gross negligence or properties have been expressly warranted.
6. Defects of part of the delivered goods do not entitle the client to object to the entire delivery, unless partial delivery is of no interest to the client. Furthermore, liability for defects that do not or only insignificantly affect the value or the usability is excluded.
7. The client is aware that minor deviations from the original occur in colour reproductions in all manufacturing processes and cannot be objected to as long as they are within the tolerances customary in the industry (according to PSO standard ISO 12467 et seq.). The same applies to the comparison between other templates (e.g. digital proofs, press proofs, etc.) and the end product.
8. Excess or short deliveries of up to 10% of the ordered run cannot be objected to. The delivered quantity is calculated. Tolerances of the goods customary in the industry, also with regard to the materials used (e.g. odour), the packaging material and the process conditions for printing customary in the industry, are not defects and are not grounds for objections.

Clause 7 Liability

1. If, under legal or contractual provisions, the contractor has to pay for damage caused by slight negligence, the following limitation of liability applies.

Limitation of liability:

- a. Liability exists only in the event of a breach of a material contractual obligation, but the amount of liability is limited to the direct damages foreseeable and typical for the contract at the time of conclusion of the contract. The personal liability of the legal representatives, vicarious agents and employees of the contractor is excluded for damage caused by their negligence. Liability for any consequential damage, in particular loss of profit, is excluded, even if such damage was foreseeable or we were informed that such consequential damage could occur.

Material contractual obligations are those obligations that make the proper fulfilment of the contract possible in the first place and on which the contractual partner has relied or was allowed to rely.

- b. The aforementioned limitation of liability does not apply to damages resulting from a grossly negligent or intentional breach of our obligations by the contractor, our legal representatives or our vicarious agents, or in the event of injury to life, limb or health.

Irrespective of fault, any liability on our part for fraudulent concealment of a defect and from the assumption of a guarantee with regard to the quality of the goods as well as liability under the Product Liability Act (Produkthaftungsgesetz) remains unaffected.

2. All claims on the part of the client due to a defect as to quality become time-barred within one year of delivery of the subject matter of the contract if the client is a legal person under public law, a special fund under public law or an entrepreneur and has acted in the exercise of its commercial or independent or professional activity at the time of conclusion of the contract. The shortening of the statute of limitations does not apply to damages resulting from a grossly negligent or intentional breach of obligations on our part, on the part of our legal representatives or our vicarious agents, or in the event of injury to life, limb or health.

Clause 8 Transfer of risk, delivery, packaging costs

1. All items delivered by us remain our property until all claims against the client to which we are entitled under the business relationship have been fulfilled.
2. The client is entitled to resell the retained goods in normal business transactions.
3. The client is permitted to process or transform the delivery item (processing). Items are always processed for us and in our name. In this case, we continue to have an expectant right to the transformed item. However, if the value of the delivery item belonging to us is less than the value of the goods not belonging to us and/or the processing, we shall acquire co-ownership of the new goods in the ratio of the gross invoice value of the processed delivery item to the value of the other processed goods and/or the processing at the time of processing. Insofar as we do not acquire ownership of the new goods in accordance with the above, it is agreed that the client shall grant us co-ownership of the new goods in the ratio of the gross invoice value of the delivery item belonging to us to that of the other goods at the time of processing. The above sentence applies accordingly in the event of the mixing of goods or the combination of the delivery item with goods not belonging to us.
4. In the event that the delivery item or the new goods are sold, the client hereby assigns to us by way of security its claim from the resale against its client

with all ancillary rights, without the need for further special declarations. However, the assignment applies only in the amount corresponding to the price of the delivery item invoiced by us. We hereby accept this assignment.

5. The client undertakes to name the debtor of the assigned claim at the time of default at the latest.
6. Insofar as the realisable value of all security rights to which we are entitled exceeds the amount of all secured claims by more than 10%, we shall release a corresponding proportion of the security rights of our choice at the request of the client.
7. While the reservation of title exists, the client is not allowed to pledge the goods or assign them by way of security. The client must inform us immediately in the event of seizure, confiscation or other dispositions or interventions by third parties.

Clause 9 Commercial usage

In commercial transactions, the commercial customs of the printing industry apply additionally (e.g.

no obligation to surrender intermediate products such as data, documents or printing plates produced for the manufacture of the end product owed), unless otherwise agreed.

Clause 10 Data backup/archiving

1. The client is solely responsible for data backup. Irrespective of our authorisation to make a copy, the client alone remains responsible for storing its data and keeping it available for its own use.
2. We reserve the right to store the data transmitted by the client for six months, which the client hereby approves. After a period of six months, the data transmitted by the client can be deleted, with the exception of data that must be deleted for data protection reasons after completion of an order.
3. Products to which the client is entitled, in particular data and data carriers, are archived by us beyond the period of time specified in paragraph 2 only by express agreement and at a separate cost. If the items mentioned above are to be insured, the client must arrange this in the absence of an express agreement.

Clause 11 Data protection/compliance

1. All data belonging to the client will be stored, used and processed by us exclusively for the purposes arising under these terms of use in compliance with the legal

provisions on data protection. Please visit

<https://www.octant.de/datenschutz.html>

to read further details in our **Privacy Policy**, which can be accessed any time.

The client confirms that it will comply with the applicable data protection regulations concerning it and its customers.

2. The client confirms that it has not been convicted of bribery in the last five years and that it will continue in future to comply with the applicable legal provisions, in particular the anti-corruption laws, and that it will not commit any unauthorised acts. In the event that the client violates this in connection with the order, we are entitled to immediate termination. In this case, the client undertakes to compensate us for all damages as well as losses incurred as a result of the termination and/or violation.

Clause 12 Periodic work

Contracts for regularly recurring work can be terminated with a notice period of six months to the end of the month, if no other notice period has been agreed.

Clause 13 Industrial property rights/copyright/advertising

1. The client alone is responsible for checking whether the rights of third parties, e.g. copyrights, trademark rights or personal rights, are violated by the client's undertaking. The client assures that its order specifications, in particular the templates it supplies, do not infringe the rights of third parties, e.g. copyrights, trademark rights or personal rights.
2. The client is solely responsible for the content of the print data as well as for checking the right of reproduction and distribution; in this respect, the client indemnifies us in full from all claims of third parties including the costs of legal defence and/or prosecution.

Clause 14 Electronic communication/data transfer

1. The client declares its consent to the electronic exchange of data required for the execution of the order, in particular via e-mail. Each contracting party is entitled to create, transmit and exchange declarations and notifications by electronic means (electronic data exchange), provided that the transmitting party can be identified. The transmitting party bears the risk for the loss and the accuracy of the transmitted data.
2. Each party assures the other party that it will maintain its own IT system ready for operation, is able to process the supplied data accordingly and will take the usual security and control measures to protect the electronic data exchange from access by third parties and to prevent the alteration, loss or destruction of electronically transmitted data. In this case, the

liability for the loss, accuracy and completeness of our transmitted data is excluded.

3. When transmitting data, the client must use the latest updated anti-virus program prior to transmission. The client is solely responsible for data backup. We assume no liability for any loss or destruction of data during transmission. We will not, under any circumstances, reimburse the costs for the recovery of the data. If the client transmits personal data to us for processing, this data will be transmitted securely and encrypted in accordance with the best available technology; the client confirms that it will comply with the data protection laws when using and processing this personal data.
4. Each party is entitled to archive written documents in electronic digital format only and to destroy the originals in compliance with the statutory provisions.

Clause 14 Place of performance, jurisdiction, applicable law

1. If the client is a merchant, a legal person under public law or a special fund under public law or has no general place of jurisdiction in Germany, the place of performance and jurisdiction for all disputes arising from the contractual relationship is Bielefeld, Germany.
2. The contractual relationship is governed exclusively by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. Conflict of laws, as far as this concerns the applicability of the proper law of another contract other than German law, is excluded.
3. In the event of that one or more provisions is invalid, this will not affect the validity of the remaining provisions. The invalid provision will be replaced by a provision that comes as close as possible to the intention of the parties within the scope of what is legally possible.