

GENERAL TERMS AND CONDITIONS, Multikett GmbH & Co. KG

I. Validity of our General Terms and Conditions

All deliveries and services are effected solely according to our general terms and conditions. Opposing or deviating general terms and conditions of the contracting party are always ruled out with regard to business with us unless we have agreed with their applicability in writing. Our terms and conditions also apply to all future business between the contracting parties, except in case of specific agreement to the contrary.

II. Prices

All listed prices do not include value added tax (net prices); they only become binding with the confirmation of the order by the company Multikett.

III. Terms of payment

The invoice that shows the net price plus value added tax is issued on the day of shipment of the goods. The payment periods also commence on this date.

The invoice amount must be paid within 30 days after the aforementioned date. Multikett may demand payment in advance from new clients. On default of payment, according to § 288 BGB arrears interest of 5 percentile points over the base interest rate (consumer) and of 8 percentile points over the current base interest rate (Company) are payable. This does not compromise the enforcement of further damages for arrears. With regard to bank transfers and cheques, the day on which the advice of credit is received by the company Multikett is considered the time of receipt of payment.

If the company Multikett becomes aware of a significant worsening in the financial situation of the Client, or if the Client is in arrears with payment, Multikett has the right to demand immediate payment of all other open invoices as well as to terminate all further work on the current orders of the Client.

IV. Retention of title

The delivered goods remain the property of Multikett until full payment of the agreed upon price. Before transfer of ownership, the goods may neither be pledged nor given as security without the authorisation of Multikett.

A resale of the reserved goods with the consent of Multikett takes place only on the condition that the purchase price claim from the resale transfers to Multikett. Corresponding future demands of the client are transferred nunc pro tunc to Multikett. Multikett hereby accepts said assignment nunc pro tunc.

V. Lien

With respect to all claims of the company Multikett, all raw materials handed over by the Client bear a lien in the former's favour.

VI. Shipping

Multikett delivers the goods free of charge within Germany.

The risk passes at the latest upon the dispatch of the goods to the buyer. If shipment is delayed due to circumstances for which the Buyer is responsible, the risk shall pass to the Buyer at the time when the goods are ready to dispatch. In principle Multikett ships the goods uninsured, unless the Buyer has requested something to the contrary in advance. Any possible shipping insurance is concluded at the expense of the Buyer.

Multikett assumes no liability for the most economical and fastest shipping method. However, Multikett will adhere to any special instructions of the Client with regard to shipment.

VII. Delivery time and late delivery

Statements on delivery and delivery times are non-binding. After a stated non-binding delivery date is exceeded, the Buyer may demand of Multikett that it deliver the goods within a suitable period, which must equal at least 10 workdays.

After the passage of this period, the Buyer may establish another suitable grace period in writing with the remark that he will refuse to take receipt of the goods after this period. The enforcement of claims for damages is contingent upon said announcement regarding the setting of a grace period.

If no delivery dates are agreed upon, but instead a delivery time consistent with certain time periods, this commences on the day on which the order confirmation is sent; it ends on the day on which the good leave the works or are stored due to the impossibility of shipping.

For the duration of the inspection of the proofs, corrections, etc. by the customer, the delivery time is interrupted in each case, from the date of shipment to the client to the day of receipt of his confirmation. If the Client wishes changes to be effected in the order after the order confirmation which shall influence the production period, a new delivery period commences upon confirmation of said changes.

Multikett is only liable for exceeding a delivery time if said default is imputable to him. Operating malfunctions - both in the own company and outside companies upon which the manufacture and transport are dependent - caused by war, strike, lock-out, riot, heating or fuel shortage, failure of means of transport, work restrictions and all cases of force majeure, release Multikett from responsibility for failure to meet agreed-upon delivery times and prices. A subsequent failure to meet the delivery time or adhere to prices does not authorise the Client to withdraw from the contract or to hold Multikett liable for any loss that may have been incurred.

Claims for damages due to late delivery, which in addition are limited to the value of the shipment, may only be made by the Client if Multikett has actually intentionally and grossly negligently caused said delay. Something to the contrary only applies if the timely delivery was of considerable importance for the Client and this fact was known to Multikett.

In case of force majeure, labour disputes, administrative measures and/or operating malfunctions not attributed to Multikett, the delivery period is extended automatically by the duration of the obstacle, but for a maximum of 2 months.

VIII. Complaint, warranty and limitation of liability

1. Written notice within 7 days

The buyer must inspect the goods immediately upon delivery and immediately and completely report visible defects. The notice of defects must be in writing and be received no later than 7 days after receipt of the goods at Multikett.

In case of invisible defects, the period commences 7 days after their discovery. At least one copy of the disputed goods must be sent immediately after for assessment of the authorisation to claim defects by the Buyer to Multikett.

After receipt of items of the disputed goods, Multikett is obliged, according to its choice, to either correct the goods or replace them with flawless replacement goods within a reasonable period, as a rule within 4 weeks.

Should Multikett fail to adhere to this deadline or fail to effect said improvements, the Buyer is authorised, according to his choice, after a written notification of a secondary deadline of at least 2 weeks, to withdraw from the contract or request a decrease in the sales price.

If said goods are corrected or replaced, at the request of Multikett all of the disputed goods must be returned.

2. Deviations in quality, suitability for the buyer's intended use

Deviations in the quality of the paper, cardboard or other materials purchased from Multikett cannot be disputed, to the extent that these are declared, in the delivery terms and conditions of the paper and cardboard industry or another delivery industry, to be acceptable or if they are based on differences between proof and printing contingent upon the printing technique.

We accept no guarantee or liability for the suitability of the products for the user's intended use, unless we have specifically guaranteed such suitability in writing. The buyer himself should check the suitability of the material for his special purpose on a regular basis.

For light fastness, changeability and deviations of the colours and bronzes as well as for the properties of rubber coating, painting, impregnation and the like, Multikett only accepts liability if defects in the materials could be professionally recognised before their use.

Insofar as certain special work is done by a third party, the delivery conditions of the relevant industry, which can be provided at the request of the Client, apply.

3. Limitation of liability

The liability of Multikett for direct material damage as a result of a negligent breach of duty is limited in amount to the value of the contract. Claims for further damages, on whatever legal grounds, are ruled out, insofar as liability is not based on intent and there are no imperative legal stipulations to the contrary. Multikett is only liable for simple negligence if there has been an imputable breach of a significant contractual obligation or if Multikett has assumed a warranty or a procurement risk.

In particular Multikett is not liable for other loss, for example for lost profit, loss of production, business interruption or other direct loss or damage incurred by the processed goods.

In the event that Multikett is nonetheless confronted with a liability case, that liability is always limited to the policy amount of the product liability insurance of Multikett. There is product liability insurance coverage up to € 1,000,000.00 in each instance.

The aforementioned limitations of liability do not apply for loss stemming from injury to life, body or health of a person. Nor do they apply to cases of liability according to the provisions of product liability law.

IX. Sketches, drafts, proofs and samples

Sketches, drafts, proofs and samples are part of the invoiced amount even if the order is not granted.

X. Copyright

Only the client is responsible for evaluating the right to reproduction of all printed matter. The copyright and the right to reproduce its own sketches, drafts, originals, films and the like remain, barring any specific provision to the contrary, with Multikett.

Reproduction or copying, as well, of any deliveries that are not subject to copyright or another commercial protection are not authorised without the permission of Multikett.

All punches, original and duplicate stereotypes remain the property of Multikett, even if these are invoiced separately. Films that are made available remain the property of the Client.

Multikett is not liable for manuscripts and other objects which, after the completion of the order are not requested by the Client within four weeks.

The buyer indemnifies Multikett vis-a-vis all copyright claims of third parties that may result from the processing of his documents. This applies mutatis mutandis for other intellectual property rights and claims.

XI. Insurance

If manuscripts, originals, papers, standing types, stored printed matter or other objects are to be insured against theft, fire, water or any other danger, the Client must purchase this insurance himself. Otherwise, only intrinsically usual care may be demanded.

XII. Proofs and imprints

Proofs and imprints are to be checked by the Client in terms of compositor's errors or other errors and returned to Multikett having been declared ready to print. Changes specified by phone require a written confirmation.

For smaller print orders, set manuscripts and finished films up to a net value of € 500.00, Multikett is not obliged to send the Client a galley. If no provision of a galley proof is required, the liability for compositor's errors is limited to gross negligence.

In case of changes in print authorisation, all costs including the costs of machine down time are for the expense of the Client, and they will be invoiced accordingly. After issue of the print release, Multikett is not liable for print errors that the Buyer neglected to identify in the correction.

For colour reproduction in all printing processes, minimal deviations from the original are not considered to be grounds for a complaint. The same applies for the comparison between possible hard proofs and the production print.

XIII. More or less deliveries

In general the full prescribed edition is delivered. The Client is obliged to accept more or less deliveries up to 10%. In addition, the percentile base of more or less deliveries

increases if the paper was provided by a supplier subject to the delivery terms of the professional association of paper production, by their tolerance percentage.

XIV. Acceptance to storage and storage

Raw materials and semi-finished and finished products, such as printing, printing plates of all kinds, foreign paper etc are only accepted and stored only by prior arrangement for a separate fee, and at the risk of the client.

XV. Verbal agreements

To make them binding, verbal agreements or additions require specific written confirmation.

XVI. Place of fulfilment and jurisdiction

Place of fulfilment and jurisdiction for all claims and legal disputes arising from this contractual relationship including exchange and deed processes, is the seat of the printing company in Flensburg.

XVII. Applicable law:

The entire contractual relationship between Multikett and a commercial contracting party is subject, barring the presence of any other individual agreements, to German Law with the exclusion of the CISG (UN Convention on contracts for the International Sale of Goods). The basis for the English version of Multikett's Terms & Conditions are based on the original German version. In case of doubt, interpretation or conflict – the original German version will be the basis for determination.

Flensburg, September 2022