

Terms and Conditions of Sale and Delivery ("TCS")

These Terms and Conditions shall only apply to merchants (if the contract is part of their commercial activities), legal entities under public law, and special funds under public law. Upon placing the order, these Terms and Conditions shall be deemed recognised by the purchaser and legally binding. Deviating terms and conditions of the purchaser require our written confirmation in order to be valid. Deviations from the Terms and Conditions in previous contracts are invalid for this transaction.

1. Offers

Our offers are subject to confirmation and non-binding, unless they are expressly marked as binding or contain an acceptance period. Samples and specimens are non-binding framework specifications.

2. Prices

(1) Our prices are quoted in euros (plus statutory turnover tax) ex our delivery plant and do not include freight, customs, packaging and insurance.

(2) Should significant changes occur in the cost factors, in particular in the wage and material costs, in long-term supply relationships, permanent supply contracts or contractual relationships that exist for longer than nine months, our prices shall be adjusted in accordance with prior notification. The price adjustment shall only take place in the amount of the respective additional or reduced costs. A significant change in the cost factors shall exist if one item of the calculation basis (cost factor) or several factors in total change by more than 5% compared to the factors at the time of conclusion of the contract or the last adjustment. This adjustment shall also apply to orders that have already been confirmed.

3. Delivery

(1) The date of the order confirmation is decisive for the delivery periods. They shall only commence upon complete clarification of all details of the order and receipt of all documents necessary for execution as well as agreed payments. If a delivery date or period has been specified in advance, this shall be postponed or extended accordingly. The delivery period shall be deemed to have been observed if the goods have left the supplier or notification of readiness for dispatch has been given by the end of the delivery period.

(2) Adequate partial deliveries and partial performances are permissible. Partial deliveries are particularly appropriate if they can be used by the purchaser within the scope of the contractual purpose, if the delivery of the remaining ordered goods is ensured and if the purchaser does not incur any considerable additional expenditure or costs as a result of this. Each partial delivery is considered a separate transaction.

(3) Cases of force majeure entitles us to postpone delivery for the duration of the hindrance and a reasonable start-up period or to withdraw from the contract in whole or in part because of the part not yet fulfilled for reasons of strike, lawful lockout or unforeseeable circumstances for which we are not responsible, such as operational disruptions, but also the lack of means of transport as well as deficiencies in raw materials and energy, which make lawful delivery impossible for us despite reasonable efforts, shall be deemed equivalent to force majeure. This shall also apply if the hindrances occur during a delay or with a subcontractor. We will inform the purchaser immediately if a case of force majeure occurs. In such a case, the purchaser may request us to declare within 2 weeks whether we intend to withdraw from the contract or deliver within a reasonable grace period. If we do not declare, the purchaser may withdraw from the unfulfilled part of the contract. In addition, the right of each party to terminate the contract and long-term delivery contracts in the event of prolonged force majeure for good cause shall remain unaffected.

4. Return

(1) If the purchaser wishes to withdraw from the contract without being entitled to do so on the basis of the contract or legal regulations, and we hereby agree, the purchaser shall be obliged to pay a compensation sum of 10% of the purchase price without us having to prove any corresponding damage. We reserve the right to assert claims for damages in excess thereof.

(2) The return of delivery items on a basis of goodwill, presupposes perfect condition, original packaging and freight-free delivery after notification of the date. We are entitled to charge reasonable costs incurred by us as a result of the return.

5. Shipping / Passage of Risk

(1) The place of performance shall in all cases be our delivery plant. Upon leaving the delivery plant, the risk shall pass to the purchaser, unless we carry out the shipment ourselves or have it carried out by a forwarding agent designated by us and irrespective of who bears the freight costs. Unless otherwise agreed, the determination of the type and route of shipment shall be left to us - without guarantee of the fastest and cheapest transport.

(2) If the purchaser is responsible for the delay in dispatch, the risk shall pass to the purchaser upon notification that the goods are ready for dispatch.

(3) The insurance of the consignment is exclusively the responsibility of the customer.

6. Payment

(1) Unless otherwise agreed, our invoices are due for payment within 10 days of the invoice date, irrespective of receipt of the goods and the right to give notice of defects.

(2) Cheques shall only be accepted for collection after special agreement and only on account of performance. Collection charges shall be borne by the Employer. Fulfilment shall only occur when we can finally dispose of the invoice amount plus all ancillary claims after deduction of all costs incurred by us.

(3) Even in the case of deviating redemption terms, payments made by the customer shall be offset against the oldest due claim, unless the customer presents legitimate concerns in the performance which justify a different redemption sequence.

(4) Non-compliance with the terms of payment or the discovery of circumstances which cast serious doubt on the creditworthiness of the customer and which jeopardise payment of our outstanding claims arising from this contractual relationship (including other individual orders within the same framework agreement) shall entitle us to demand payment of all our claims.

If one of the conditions specified in section 6 (4) sentence 1, is met, we shall be entitled, by unilateral declaration to the purchaser, to make all deliveries dependent on advance payment of the remuneration due for the delivery. Section 6 (3) shall remain unaffected; the acquisition of the goods alone shall not constitute a legitimate interest of the purchaser.

(5) In addition, we are entitled to withdraw from the contract, demand compensation for damages due to non-performance, assert rights of retention of title, retrieve goods not yet paid for at the customer's expense and to realise a security. In the event that the deadline is exceeded, we shall be entitled to charge interest on arrears at a rate of 9 percent above the base rate. The assertion of further damage caused by default shall remain unaffected thereby.

(6) The purchaser may only offset or assert a right of retention against undisputed and legally established claims.

7. Credit Limit

If a supplier credit (credit limit) has been agreed for the ongoing procurement of goods, this represents an upper risk limit on our part and presupposes unconditional adherence to defined payment terms by the purchaser.

8. Retention of Title

(1) The delivered goods (reserved goods) shall remain our property until all claims to which we are entitled against the purchaser now or in the future have been fulfilled.

(2) If a bill of exchange liability is established in connection with the fulfilment of the claims, the retention of title shall not expire before the final valid redemption and expiry of our bill of exchange liability.

(3) The purchaser shall keep the delivered goods from the individual orders separate and traceable at his discretion or mark them in accordance with the delivery processes.

(4) If the purchaser is in breach of contract - in particular if he is in default with the payment of a remuneration claim - we shall be entitled to take back the reserved goods after we have set a reasonable deadline for payment. The purchaser shall bear the transport costs incurred for taking back the reserved goods. If we take back the reserved goods, this shall not constitute withdrawal from the contract. We shall be entitled to utilise the reserved goods taken back by us. The proceeds of the utilisation shall be offset against the amounts owed to us by the purchaser after we have paid an appropriate amount for the costs of the utilisation.

(5) The purchaser must treat the reserved goods with care and insure them sufficiently at their replacement value against fire, water and theft at his own expense. If maintenance and inspection work becomes necessary, the purchaser must carry it out in good time at his own expense.

(6) The purchaser may use the reserved goods and resell them in an orderly course of business as long as there is no delay in payment and may not pledge the reserved goods or assign them by way of security. The purchaser hereby assigns to us in full, by way of security, any claims for payment which the purchaser may have against his customers from a resale as well as any claims of the purchaser against his customers or third parties in respect of the reserved goods, which arise for any other legal reason (in particular claims from tort and claims to insurance benefits), including all current account balances.

(7) The purchaser may collect the claims thus assigned on his account in his own name on our behalf until we revoke this direct debit authorisation. Our right to collect these claims ourselves shall not be affected thereby; however, we shall not assert the claims ourselves and shall not revoke the collection authorisation as long as the purchaser duly meets his payment obligations.

(8) If the purchaser is in breach of contract - in particular in the event of default in payment - we may require him to disclose the assigned claims and the respective debtors, to notify the respective debtors of the

assignment and to hand over to us all documents as well as all information required to assert the claims.

(9) The purchaser may not have these claims collected by assignment by way of factoring unless he irrevocably obliges the factor to effect the consideration directly to us as long as there are still claims from us against the purchaser.

(10) Any processing or transformation of the reserved goods by the purchaser shall be carried out on our behalf. If the reserved goods are processed with other items owned by third parties, we shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount including VAT) to the other processed items at the time of processing. The same shall apply to the new item thus created as to the reserved goods.

(11) If the reserved goods are inseparably combined with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the reserved goods (final invoice amount including VAT) to the other combined items at the time of the combination. If the reserved goods are combined in such a way that the purchaser's item is to be regarded as the main item, the purchaser and we hereby agree that the purchaser shall assign to us co-ownership of this item pro rata. We accept this assignment.

(12) The purchaser shall hold the sole ownership or co-ownership of an item thus created in safe custody for us free of charge.

(13) In the event of seizure of the reserved goods by third parties or other interventions by third parties, the purchaser must draw attention to our ownership and must notify us immediately in writing so that we can assert our ownership rights. If the third party is unable to reimburse the court or out-of-court costs incurred by us in this connection, the purchaser shall be liable for this.

(14) If the purchaser demands this, we shall be obliged to release the securities to which we are entitled to insofar as their realisable value exceeds the value of our outstanding claims against the purchaser by more than 20%. However, we may determine the securities to be released by excess security.

9. Warranty

(1) The delivered items shall be carefully inspected immediately after delivery to the purchaser or to the third party designated by him, and shall be deemed to have been approved, unless we have received a written notice of defects with regard to obvious defects or other defects which were recognisable upon immediate, careful inspection without undue delay, but at the latest within 7 working days after delivery of the delivery item, otherwise without undue delay, but at the latest within 7 working days after discovery of the defect or any earlier point in time at which the defect was recognisable to the purchaser during normal use of the delivery item without closer inspection. At our request, the delivery item complained about shall be returned to us carriage paid. In the event of a justified notice of defects, we shall reimburse the costs of the most favourable shipping route; this shall not apply to increased costs because the delivery item is located at a place other than the place of intended use.

(2) In the event of a justified notice of defect, we shall be obliged, at our discretion, to make subsequent improvements or to supply a replacement free of charge.

(3) The warranty shall lapse if the purchaser changes the delivery item or has it changed by a third party without our consent and if this makes it impossible or unreasonably difficult for the purchaser to remedy the defect. In any case, the purchaser shall bear the additional costs of remedying the defect resulting from the change.

(4) Warranty claims are subject to a limitation period of one year after receipt of the goods, unless mandatory statutory regulations or subsequent regulations stipulate otherwise. The same period shall apply to the limitation of claims due to damage not occurring to the delivery item itself. Excluded from the one-year limitation period shall be claims for bodily injury and damage to health, for which the statutory limitation periods shall apply.

(5) This also applies to cases in which we know or become aware that our goods are not being used properly or are being used for a purpose other than that for which they were intended. The purchaser shall indemnify us against any claims for damages which may be raised against us by third parties on the basis of the above-mentioned uses.

10. General Limitations of Liability

(1) Our liability for damages, for whatever legal reason, in particular default, delay, defective or incorrect delivery, breach of contract, breach of duties in contract negotiations and tort, shall be limited in accordance with this provision to the extent that this depends on fault.

(2) We shall not be liable in the event of simple negligence on the part of our executive bodies, legal representatives, employees or other vicarious agents, insofar as this is not a breach of essential contractual obligations. Essential to the contract are the obligation to deliver on time

or to make available the delivery item free of material defects as well as obligations of advice, protection and care which are intended to enable the purchaser to use the delivery item in accordance with the contract or which are intended to protect the life and limb of the purchaser's personnel or to protect the purchaser's property from considerable damage.

(3) Insofar as we are basically liable for damages, this liability is limited to damages which we foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which we should have foreseen if we had exercised due care. Indirect damages and consequential damages which are the result of defects in the delivery item can only be compensated if such damages can typically be expected when the delivery item is used as intended.

(4) The above exclusions and limitations of liability shall apply to the same extent in favour of our executive bodies, legal representatives, employees and other vicarious agents.

(5) Insofar as we provide technical information or act in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by us, this shall be done free of charge and to the exclusion of any liability.

(6) These limitations do not apply to liability for intentional conduct, for guaranteed characteristics, for injury to life, body or health or under the Product Liability Act (ProdHaftG).

11. Industrial property rights

(1) The purchaser is responsible for ensuring that industrial property rights of third parties are not infringed when products are manufactured according to specifications or samples of the purchaser. The purchaser shall indemnify us against claims of third parties to this effect. If we are prohibited from manufacturing or delivery by a third party on the basis of an industrial property right belonging to him, we shall be entitled - without examining the legal situation - to stop the work.

(2) Samples provided to us which have not led to the order, shall be returned on request; otherwise we shall be entitled to destroy them three months after submission of the offer.

(3) The use of our trademarks is exclusively and expressly limited to the goods delivered by us, the products manufactured from these and the advertising for these products. The right of use shall end upon termination of the business relationship. The purchaser shall neither use our trademarks during the contractual relationship nor after termination of this relationship as part of his company name nor have them registered for him as trademarks or otherwise as business identifiers (for example, as Internet addresses or similar).

12. Place of performance / Jurisdiction / Applicable law

Place of performance shall be the location of the delivery plant. Jurisdiction shall be, at our discretion, our registered office or the registered office of the purchaser, also for processes involving documents, bills of exchange and cheques. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

13. Miscellaneous

(1) The purchaser may not transfer his contractual rights to third parties without our express consent.

(2) Our films are intended exclusively for processing. Any active sale of unprocessed films to third parties requires our express consent.

(3) Should a provision in these Terms and Conditions or a provision within the framework of other agreements be or become invalid in whole or in part, this shall not affect the validity of all other provisions or agreements.