

General Delivery Terms of Zetweka Print & Production Management Bläser GmbH & Co. KG

Article 1 Scope

(1) All deliveries, services and offers of Zetweka Print & Production Management Bläser GmbH & Co. KG (hereinafter referred to as "Seller") shall exclusively take place on the basis of these General Delivery Terms. They are an integral part of any and all contracts entered into by the Seller with its contractual partners (hereinafter referred to as "Clients") on the goods or services offered by the Seller. They shall also apply to any and all future deliveries, services or offers to the client, even if they are not specifically agreed again.

(2) Terms and conditions of the client or third parties shall not apply, even if their application is not separately objected to in the individual case by the Seller. Even where the Seller makes reference to a written document containing or making reference to terms and conditions of the client or of a third party, such shall not constitute agreement to the application of those terms and conditions.

Article 2 Offer and Contract Conclusion

(1) All of the Seller's offers are not binding and without obligation, unless they are expressly identified as binding or include a certain acceptance period. Orders may be accepted by the Seller within fourteen days after receipt.

(2) The purchasing agreement concluded in writing, including these General Terms and Conditions of Delivery, shall be exclusively governing with regard to the legal relationships between the Seller and the client. Such purchasing agreement reflects any and all agreements between the contractual parties relating to the contractual matter in full. Any verbal agreements made by the Seller prior to the conclusion of this agreement are not legally binding, and verbal agreements between the contractual parties shall be replaced by the written contract, unless it expressly arises from them that they will continue to be binding.

(3) Amendments of and supplements to the agreements made, including these General Terms of Delivery, must be made in writing in order to be effective. With the exception of general managers and authorized signatories, Supplier's employees shall not be authorized to make any deviating oral agreements. Transmission by telecommunications, in particular by fax or by email, shall be sufficient to meet the requirement of written form if the copy of the signed declaration is transmitted.

Information of the Seller on the item of delivery or service (such as weights, dimensions, value-in-use characteristics, loading capacity and technical data), as well as our representations thereof (such as drawings, and illustrations) shall only be approximate, unless the usability for the contractually intended purpose requires exact conformity. They are not guaranteed quality features, but rather descriptions or characterizations of the supply or service. Deviations customary in the trade and deviations based on statutory provisions or constituting technical improvements, as well as the replacement of components by equivalent parts, shall be permissible unless they negatively impact the usability for the contractually designated purpose.

(5) The Seller shall retain ownership or copyright of any and all offers and cost estimates, as well as of all drawings, images, calculations, prospectuses, catalogues, models, tools, and other documents and resources provided to the client. The client may neither make these items as such nor their contents available to third parties without the express consent of the Seller, or make them known, or use or distribute them themselves or through third parties. Upon the request of the Seller, the client must return these items in full to the Seller and destroy any copies made, if they are no longer required in the proper course of business or if negotiations fail to result in the conclusion of a contract.

Article 3 Prices and Payments

(1) The prices apply to the scope of supply and services listed in the order confirmations. Additional or special services are invoiced separately. Prices are to be understood in EURO ex works plus packaging, statutory value-added tax, customs duties in the event of export deliveries, as well as fees and other public charges.

(2) Where the agreed prices are based on the Seller's price list and the delivery is only to take place more than four months after entering into a contract, the Seller's list prices at the time of delivery shall apply (in each case minus an agreed percentage or fixed-rate discount).

(3) Invoice amounts are to be paid within 30 days without any deduction, unless otherwise agreed in writing. The date of payment shall be governed by its receipt by the Seller. Checks shall only be deemed to be payment after cashing. If the client fails to make payment when due, the outstanding amounts are to be charged interest from the due date at 5% annually. The right to assert higher interest and other damage in the event of default of payment shall remain unaffected.

(4) The offsetting with counterclaims of the client or the retention of payments due to such claims shall only be permitted if the counterclaims are uncontested or legally effective.

(5) The Seller shall be entitled to carry out any outstanding deliveries or perform outstanding services only against payment in advance or against provision of a collateral if, subsequent to entering into the contract, the Seller becomes aware of circumstances, which are capable of significantly reducing the client's creditworthiness and by which the payment of the Seller's outstanding receivables by the client under the respective contractual relationship (including under other individual orders, which are based on the same framework contract) is jeopardized.

Article 4 Delivery and Delivery Time

(1) Deliveries are made ex factory.

(2) Delivery times and dates for supplies and services indicated by the Seller shall in all cases only be approximate, unless a fixed period or a fixed date has been expressly warranted or agreed. If shipment is agreed, the delivery times and dates shall apply to the time of handover to the shipper, carrier or third party authorized to carry out the transport.

(3) The Seller may, irrespective of its rights from delay by the client, request from the client an extension of the deadlines for delivery and service or to request a delay of the deadlines for delivery and service by such period in which the client fails to comply with its contractual obligations to the Seller

(4) The Seller shall not be liable if it is impossible to make a delivery or for postponed deliveries, where such result from force majeure or other events that were not foreseeable at the time when the contract was entered into (e.g., interruptions in operations of any kind, difficulties in the procurement of materials or energy, transportation delays, strikes, lawful lockouts, lack of workforce, energy or raw materials, difficulties in procuring necessary official approvals, official measures or non-delivery or incorrect or late delivery by suppliers), for which the Seller is not responsible. Where such events significantly complicate the delivery or service or render it impossible and the impediment is not only of a temporary nature, the Seller shall be entitled to rescind from the contract. In the event of impediments of a temporary nature, the delivery or service periods shall be extended or the delivery or service dates shall be postponed by the period of the impediment in addition to a reasonable start-up period. If the client cannot be reasonably expected to accept the delivery or service due to the delay, the customer may rescind from the contract by immediate declaration to the Seller in writing.

(5) The Seller shall only be entitled to make partial deliveries where

- the partial delivery is usable by the client in the context of the contractual intended use,
- the delivery of the remaining goods is secured and
- the client does not incur any considerable additional expense or additional costs (unless the Seller declares that it is prepared to accept these costs).

(6) Where the Seller falls behind with a delivery or service or if a delivery or service becomes impossible for the Seller, on any grounds whatsoever, the Seller's liability shall be limited to compensation for damages in accordance with Article 8 of these General Terms of Delivery.

Article 5 Place of Performance, Shipping, Packaging, Transfer of Risk, Acceptance

(1) Place of performance for any and all obligations arising from the contractual relationship shall be Cologne, unless provided otherwise. If the Seller is also due to perform the installation, place of performance shall be the place where the installation is to take place.

(2) The shipping mode and type of packaging shall be subject to the Seller's reasonable discretion.

(3) At the latest, the risk shall transfer to the client upon the handover of the delivery item (with the commencement of the loading process governing) to the forwarding agent, freight carrier or other third party designated for carrying out the shipment. This shall also apply where partial deliveries are made or the Seller has taken on responsibility for other services (e.g., shipping or installation). Where shipment or handover of the goods are delayed due to circumstances for which the client is responsible, risk shall pass to the client from such day at which the delivery item is ready for shipment and the Seller has notified the client thereof.

(4) Storage costs after the transfer of risk shall be borne by the client. In case of storage by the Seller, the storage costs amount to 0.25% of the invoice amount of the delivery items to be stored per week of storage. The assertion and proof of additional or lower storage costs shall remain reserved.

(5) The shipment shall be insured by the Seller only at the express request of the client and at the client's own expense against theft, breakage, transport, fire and water damage or other insurable risks.

(6) Where acceptance is required, the purchased goods shall be considered accepted where

- the delivery, and where also required of the Seller, the installation is completed,
- the Seller has notified the client accordingly, advising of the requirement of acceptance under this Article 5(6), and has requested the client to accept the goods,
- twelve (12) working days have passed since the delivery or installation, or the client has started to use the purchased goods (such as by placing the delivered equipment into operation) and in such event six (6) working days have passed since delivery or installation; and
- the client has not explicitly declared the acceptance of goods within such period for a reason other than as a result of a defect of which the Seller has been notified, which materially impairs or renders the use of the purchased goods impossible.

Article 6 Warranty, Material Defects

(1) The warranty period shall be one year from the date of delivery or, where acceptance is required, from the date of acceptance.

(2) The delivered goods must be thoroughly inspected immediately upon delivery to the client or to the third party designated by the client. If the client does not submit a written claim to the Seller within seven working days of delivery, the delivered goods shall be considered to have been approved by the client with regard to apparent defects or other defects, which would have been detectable if an immediate, thorough inspection had been carried out. With respect to other defects, the delivered goods shall be considered to have been approved by the client, if the client does not submit a written claim to the Seller within seven working days after the defect has become apparent. If the defect was apparent to the client during normal use already at an earlier time, however, such earlier time shall be governing with regard to the start of the period for the submission of claims. Upon request of the Seller, a complained delivery article is to be sent back to the Seller carriage paid. In the event of a justified complaint, the Seller shall reimburse the cost of the most cost-effective mode of shipment. This shall not apply if the cost is increased because the purchased goods are located somewhere other than at the place of their designated use.

(3) In the event of defects of the delivered goods, the Seller shall initially be obligated and entitled to repair or replacement at its choice to be made within a reasonable period. In the event of failure,

meaning the impossibility, unreasonableness, refusal or unreasonable delay of the repair or replacement, the client may rescind the contract or reduce the purchase price accordingly.

(4) Where a defect is the fault of the Seller, the client may request compensation for damages if the requirements stipulated under Article 8 are met.

(5) In the event of defects of components of other manufacturers, which the Seller cannot rectify on grounds of licensing laws or on factual grounds, the Seller at its discretion shall assert its warranty claims against the manufacturers and suppliers for the account of the client or assign them to the client. Warranty claims against the Seller shall exist for such defects under the other conditions and in accordance with these General Terms of Delivery only where the legal enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is pointless, for example, due to an insolvency. For the duration of the legal dispute, the statute of limitations of the warranty claims concerned of the client against the Seller shall be suspended.

(6) The warranty shall be void where the client modifies the delivered goods, or arranges for them to be modified by third parties, without the consent of the Seller, thereby rendering remedy of the defects impossible or unreasonably difficult. In any event, the additional cost of remedying the defects incurred by the Seller as a result of the modification shall be borne by the client.

(7) Any delivery of used items agreed in an individual case with the client shall be performed in exclusion of any warranty for defects.

Article 7 Industrial Property Rights

(1) The Seller warrants and represents in accordance with this Article 7 that the delivered goods are free of any industrial property rights or copyrights of third parties. Each party to the contract shall notify the other party in writing without undue delay if claims are made against such party regarding the infringement of such rights.

(2) In the event that the delivered goods infringe an industrial property right or copyright of a third party, the Seller shall, at its discretion and at its own expense, modify or replace the delivered goods in such a way that rights of third parties are no longer infringed but the delivered goods continue to fulfil the contractually agreed functions, or shall provide the client with rights of use by means of a licensing agreement. If the Seller fails to accomplish such within an appropriate period, the client shall be entitled to rescind the contract or reduce the purchase price appropriately. Any claims to compensation for damages on the part of the client shall be subject to the limitations of Article 8 of these General Terms of Delivery.

(3) In the event of legal infringements by products of other manufacturers delivered by the Seller, the Seller shall assert at its option its claims against the manufacturers and preliminary suppliers for the account of the client or assign them to the client. In such events, claims against the Seller shall exist in accordance with this Article 7 only where the judicial enforcement of the claim against the manufacturers and preliminary suppliers was unsuccessful or is futile, for example because of insolvency.

Article 8 Liability for Damages Caused by Fault

(1) The Seller's liability for compensation of damages, irrespective of legal grounds, in particular due to impossibility, default, defective or incorrect delivery, breach of contract, infringement of duties during contract negotiations and liability in tort, to the extent that culpability is relevant, shall be limited pursuant to the provisions of this Article 8.

(2) The Seller shall not be liable in the event of simple negligence of its corporate bodies, legal representatives, employees or other vicarious agents, unless material contractual obligations have been breached. Material for the contract are obligations for the timely delivery and installation of the delivered goods free of significant defects impairing its functionality and usability more than only insignificantly, as well as consulting, protection and due care obligations, which are to enable the client to contractual use the delivered goods or serve the purpose of protecting life and health of the client's personnel or of protecting the client's property against substantial damage.

(3) Where the Seller is liable on the merits for compensation of damages pursuant to Article 8(2), such liability shall be limited to damage, which the Seller has anticipated at the time of entering into the

contract as a possible consequence of a breach of contract or which the Seller should have foreseen by applying due care and attention. In addition, indirect and consequential damage arising from defects of delivered goods shall only be eligible for compensation where such damage is typically to be expected with the intended use of the delivered goods.

(4) In the event of a liability for simple negligence, the Seller's obligation to compensate for damage to property and arising further financial damage shall be limited to an amount of EUR 500,000 (five hundred thousand euros) for each loss event (according to the current coverage sum of its product liability insurance or liability insurance), even where a breach of material obligations is concerned.

(5) The preceding liability exclusions and limitations shall apply to the same extent to the benefit of the corporate bodies, legal representatives, employees and other vicarious agents of the Seller.

(6) Where the Seller provides technical information or advice, and such information or advice does not form part of its contractually agreed and owed scope of services, such information or advice shall be provided free of charge and with the exclusion of any liability.

(7) The limitations of this Article 8 shall not apply to the Seller's liability due to intentional conduct, guaranteed quality features, injury to life, body or health or under the German Product Liability Act.

Article 9 Retention of Title

(1) The following agreed retention of title shall serve the purpose of securing any and all existing current and future claims of the Seller against the client from the supply relationship existing between the contracting parties (including balance claims under a current account relationship limited to such supply relationship).

(2) The goods delivered to the client shall remain in the Seller's ownership until the payment in full of any and all secured claims. The goods, as well as the goods taking their place that are covered by retention of title, are referred to in the following as "goods subject to reservation of title".

(3) The client shall store the goods subject to reservation of title for the Seller free of charge.

(4) The client shall be entitled to process and sell the goods subject to reservation in the normal course of business until the occurrence of the exploitation event (paragraph 9). Pledges and assignments as security are not permitted.

(5) Where the goods subject to reservation are processed by the client, it shall be agreed that the processing shall take place on behalf of and for the account of the Seller as manufacturer and the Seller shall directly acquire ownership or, where the processing takes place from material provided by several owners or the value of the processed goods is greater than the value of the goods subject to reservation, the joint and several ownership (fractional share of the property) in the newly created goods in the proportion of the value of the goods subject to reservation to the value of the newly created goods. In the event that no such ownership should be acquired by the Seller, the client hereby transfers the client's future ownership or, in the aforementioned ratio, the client's joint and several ownership in the newly created goods to the Seller as collateral. Where the goods subject to reservation are connected or inseparably mixed with other goods into a uniform item and one of the other goods is to be considered the main item, then, where the main item belongs to the Seller, the Seller shall transfer the joint and several ownership in the uniform item to the client in the ratio designated in sentence 1.

(6) In the event of resale of the goods subject to reservation, the client hereby assigns by way of security the claim arising therefrom against the purchaser, in the event of joint and several ownership in the goods subject to reservation on a pro-rated basis according to the joint and several ownership share, to the Seller. The same shall apply to other claims that take the place of the goods subject to reservation or that are otherwise arising with regard to the goods subject to reservation, such as insurance claims or tort claims for loss or destruction. The Seller revocably authorizes the client to collect the claims assigned to the Seller in the client's own name. The Seller may revoke such collection authorization only in the case of exploitation.

(7) Where third parties gain access to the goods subject to reservation, particularly by garnishment, the client shall advise them of the Seller's ownership without undue delay and shall notify the Seller thereof in order to enable the Seller to enforce the Seller's property rights. Where the third party is

unable to reimburse the Seller for the judicial and extrajudicial costs arising in this connection, the client shall be liable to the Seller for such costs.

(8) Upon request, the Seller shall release the goods subject to reservation and the goods or claims that take their place at its discretion, to the extent that their value exceeds the amount of the secured claims by more than 50%. The selection of the goods to be released accordingly shall at the Seller's discretion.

(9) Where the Seller rescinds the contract in the event of breach of contract by the client, especially in the event of default of payment (exploitation case), the Seller shall be entitled to reclaim the goods subject to reservation.

Article 10 Final Provisions

(1) Where the Client is a business person, a legal entity under the public law, or a fund under public law, or where the Federal Republic of Germany has no general jurisdiction, legal venue for any and all disputes arising from the business relationship between the Seller and the client shall be, at the Seller's option, either Cologne, or the place of the client's registered office. For legal action against the Seller, however, Cologne shall be exclusive legal venue. Mandatory statutory provisions on exclusive legal venues shall remain unaffected by this provision.

(2) The relations between the Seller and the client shall exclusively be governed by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.

(3) Where the contract or these General Terms of Delivery contains gaps, such legally effective provisions shall be deemed agreed for filling such gaps, which would have been agreed by the contracting parties in accordance with the economic intent of the contract and the purposes of these General Terms of Delivery, had the parties been aware of the gap.

Last updated: Cologne, 29 January 2015