

General Terms and Conditions of Purchase of the Eversfrank Group



EVERSFRANK GRUPPE
DRUCK. MEDIEN. UMWELT.

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1. Scope of Application, Applicable Conditions

- 1.1 The Terms and Conditions of Purchase of the Eversfrank Group consisting of the companies Evers & Evers GmbH & Co. KG, Nordland Spedition GmbH, Evers-Druck GmbH, Aro-Druck GmbH, Frank Druck GmbH & Co. KG, Mail Weiterverarbeitungs GmbH and IDW Industrieservice GmbH (hereinafter "Eversfrank") shall apply exclusively to all purchases made by Eversfrank.
- 1.2 The Terms and Conditions of Purchase shall apply to the purchase of production material (for the purpose of in-house production), in particular raw materials, supplies, components and other parts. They shall also apply to the purchase of spare components, tools or machines and other products (hereinafter "products"). Any deviations from these Terms and Conditions of Purchase as a whole or in individual points must be explicitly agreed in written form and countersigned by Eversfrank in order to be effective. The supplier also accepts these Terms and Conditions of Purchase by delivering their products to Eversfrank or to the place of use specified by Eversfrank.
- 1.3 The Terms and Conditions of Purchase shall apply even if Eversfrank accepts the supplier's delivery without reservation in the knowledge that the supplier's Terms and Conditions conflict with or deviate from these Terms and Conditions of Purchase.
- 1.4 The agreement between Eversfrank and the supplier shall result from a written cooperation agreement (Framework Supply Agreement), if concluded, Eversfrank's written purchase order and these Terms and Conditions of Purchase. In the event of any discrepancies between the cooperation agreement (Framework Supply Agreement), the purchase order and the Terms and Conditions of Purchase, the written purchase order shall prevail over the cooperation agreement (Framework Supply Agreement) and the latter shall prevail over the Terms and Conditions of Purchase.
- 1.5 All future business transactions with the supplier shall also be conducted exclusively on the basis of these Terms and Conditions of Purchase, subject to the provisions of the cooperation agreement (Framework Supply Agreement) and the purchase order.

- 1.6 These Terms and Conditions of Purchase shall also apply to contracts for the delivery of movable goods to be manufactured or produced. Explicit reference is made to Section 650 German Civil Code (BGB).

2. Offer, Order

- 2.1 The offer directed towards the conclusion of a supply contract (order) must be placed in written form in order to be valid, which shall be complied with by letter, fax or e-mail.
- 2.2 If the supplier does not accept the order within one week of receipt, we shall be entitled to revoke it. Delivery schedules shall become binding if the supplier does not object to them within five working days of receipt. A contract with the contents of the purchase order, any Framework Supply Agreement and these Terms and Conditions of Purchase shall also be concluded if the supplier begins to execute the purchase order without an express declaration of acceptance. The receipt of the supplier's declaration of acceptance by Eversfrank, or the recognizability of the supplier's action for Eversfrank, shall be decisive for compliance with the deadline. After expiry of the deadline, Eversfrank shall no longer be bound by their order.
- 2.3 Unless otherwise agreed, delivery is to be made "free works, duty paid" (DDP – Incoterms 2020) including packaging. Even if Eversfrank collects the goods, the agreed price shall include the packaging costs unless explicitly agreed otherwise.
- 2.4 Verbal agreements prior to or upon conclusion of the contract shall require the written confirmation of the purchasing department in order to be effective. Clause 2.1, sentence 1 remains unaffected.
- 2.5 Verbal agreements after conclusion of the contract, in particular subsequent amendments and supplements to our Terms and Conditions of Purchase – including this written form clause – as well as ancillary agreements of any kind, shall also require the written confirmation of the purchasing department in order to be effective.

- 2.6 No remuneration shall be granted for the preparation of offers, plans, cost estimates and similar.

3. Delivery Date and Delivery Periods

- 3.1 Agreed dates and deadlines are binding. The receipt of the goods at Eversfrank or at the place of use specified by Eversfrank is decisive for compliance with the delivery date or delivery period. If ex works has been agreed, the supplier shall make the goods available in due time, taking into account the time for loading and dispatch to be agreed with the carrier.
- 3.2 Deviations from our contracts and orders are only permissible with our prior written consent by the purchasing department.
- 3.3 If the supplier has agreed to carry out the installation or assembly and unless otherwise agreed, the supplier shall bear all necessary ancillary costs, such as travel expenses, provision of tools and allowances, unless otherwise agreed.
- 3.4 If the supplier foresees difficulties with regard to production, the supply of input materials, compliance with the delivery date or similar circumstances that could prevent him from delivering on time or in the agreed quality, the supplier shall immediately notify our purchasing department.
- 3.5 For quantities, weights and measurements, the values determined by us during the incoming goods inspection shall be authoritative, unless proven otherwise.

4. Default Performance, Contractual Penalty, Reasons for Withdrawal

- 4.1 The agreed specified delivery dates are to be strictly complied with. Culpable non-compliance with agreed or stated delivery dates shall oblige the supplier to pay damages in addition to performance without further reminder. Further claims, in particular the right to withdraw from the contract, are explicitly reserved.

- 4.2 If the supplier is in default with a delivery, they shall be obliged to compensate Eversfrank for the damage caused by the delay. Unless otherwise agreed, in the event of a delay in delivery, Eversfrank shall be entitled to demand a contractual penalty of 1 % of the delivery value for each commenced week, but not more than 5 % of the total value. Eversfrank reserves the right to assert further claims arising from delay. Eversfrank also reserves the right to assert further claims, in particular the right to withdraw from the contract. In this context, the supplier must reimburse the following costs, among others: special travel costs (both from suppliers to Eversfrank and from Eversfrank to their customers), additional set-up costs in production, additional costs due to extra shifts, production downtime costs, replacement costs / conversion costs, additional testing costs and lost profit. However, a due contractual penalty shall be offset against any claim for damages asserted.
- 4.3 The acceptance of the delayed delivery or service does not constitute a waiver of the contractual penalty or the further claims based on the supplier's delay. A declaration of reservation by Eversfrank pursuant to Section 341 (3) of the German Civil Code (BGB) is not required.
- 4.4 If the performance is or becomes impossible for the supplier for reasons for which the supplier is responsible, the statutory provisions shall apply.
- 4.5 In the event of force majeure, such as war, lockout, strike or other unforeseeable circumstances involving significant operational disruptions, Eversfrank is entitled to withdraw from the contract to the exclusion of any claims for compensation by the supplier.
The same applies if the supplier is unable to meet the delivery date due to events of force majeure and no agreement is reached with Eversfrank on a new delivery date.
- 4.6 If insolvency proceedings are instituted against the supplier's assets or an application is made to institute insolvency proceedings and the contract has not yet been fulfilled, this shall entitle Eversfrank to withdraw from the contract.
- 4.7 Early deliveries will be accepted by Eversfrank only upon written agreement. If the supplier delivers the products earlier than the agreed delivery date, Eversfrank

reserves the right to return the products at the supplier's expense and risk.

If Eversfrank does not return the products in the event of early delivery, the products shall be stored at the supplier's expense and risk until the agreed delivery date. In the event of early delivery, Eversfrank shall be entitled to use the agreed delivery date as the basis for calculating the payment deadline.

For each case of culpable deviation from delivery and packaging regulations, early delivery or over-delivery, Eversfrank shall be entitled to claim their additional expenses for logistics as liquidated damages in the amount of EUR 150 (without affecting the right in individual cases to also prove higher damages). The supplier is in any case entitled to prove that Eversfrank has not incurred any damage or that the damage is less than this lump sum.

4.8 The acceptance of delayed delivery or service does not constitute a waiver of the contractual penalty. A declaration of reservation by Eversfrank pursuant to Section 341 (3) of the German Civil Code (BGB) is not required.

4.9 Partial deliveries are generally not permitted unless we have explicitly agreed to them or they are reasonable for us.

5. Shipping, Transfer of Risk

5.1 The information under 8.2 as well as an exact itemization of the contents of the consignment must be indicated in waybills / delivery bills and parcel addresses. Partial or residual deliveries must be notified separately to Eversfrank and require explicit approval. If defective information or defective labeling by the supplier or by the forwarding agent commissioned by them lead to incorrect or defective transport or border clearance, the supplier shall bear the resulting damage and additional costs. The transfer of risk shall take place upon arrival of the delivery at the place of receipt/use specified by Eversfrank. In the case of machines and technical equipment, the risk shall only pass to Eversfrank after confirmation of the positive outcome of a performance test.

6. Notice of Defects

- 6.1 Eversfrank shall endeavor to inspect incoming deliveries as quickly as possible in accordance with the circumstances of a proper business process and to notify the supplier in written form without delay of any defects discovered. The acceptance shall be subject to inspection for absence of defects, in particular also for correctness, completeness and suitability. We shall be entitled to inspect the subject matter of the contract to the extent and as soon as this is feasible after proper receipt of the goods; any defects discovered shall be notified by us immediately after discovery. The supplier waives the objection of delayed notification of defects in the case of obvious defects, incorrect deliveries and quantity errors, as well as in the case of the absence of the agreed or guaranteed quality.
- 6.2 The supplier warrants that the delivery item does not have any defects impairing its value or suitability, that it has the agreed or guaranteed quality, that it is suitable for the use presupposed under the contract, that it complies with the generally accepted rules of technology, the latest regulations of the German authorities, the applicable safety requirements, the occupational safety and accident prevention regulations and other provisions of supervisory authorities. For machines and machine parts that are intended for use in machine systems, the period for notification of defects shall begin with the successful commissioning of the entire system.

7. Warranty and Liability

- 7.1 **Warranty Period**
- The warranty period shall be 24 months from the date of commercial commissioning or use, but no longer than 30 months from the date of delivery. If statutory regulations provide for longer warranty periods, these shall apply.
- 7.2 **Supplementary Performance**
- In the event of a defective delivery, Eversfrank may initially demand supplementary performance free of charge, at their discretion, in the form of rectification of the defect or delivery of a non-defective item (including replacement parts, if applicable) or

production of a new work. In both cases, the supplier shall bear all costs incurred by them or by Eversfrank as a result, e. g. transport, travel, labor and material costs or costs for an incoming goods inspection exceeding the usual scope. The same applies to any dismantling and installation costs incurred.

In the event of supplementary delivery, the supplier shall take back the defective products at their own expense.

7.3 Unsuccessful Supplementary Performance, Unreasonableness, Default

In the event of unsuccessful supplementary performance, unreasonableness or default on the part of the supplier in rectifying the defect, Eversfrank may withdraw from the contract/order without setting a further deadline and return the products at the risk and expense of the supplier.

In these and other urgent cases, in particular to avert imminent danger or to avoid major damage, if it is no longer possible to notify the supplier of the defect and set a remedy period, Eversfrank may eliminate the defect themselves or have it eliminated by a third party at the supplier's expense.

7.4 Further Rights

The further rights based on liability for material defects and/or defects of title shall remain unaffected. If the supplier has assumed a guarantee for the quality or durability of the delivery item, Eversfrank may also assert claims under the guarantee.

7.5 Deadline

For the assertion of warranty claims, the supplier waives the defense of limitation for a period of 12 months from the expiration of the warranty period.

7.6 Product Liability

In the event that claims are asserted against us on the basis of product liability, the supplier shall be obliged to indemnify us against such claims if and to the extent that the damage was caused by a defect in the subject matter of the contract delivered by the supplier. In cases of fault-based liability, however, this shall only apply if the supplier is at fault. If the cause of the damage lies within the supplier's area of responsibility, the supplier shall bear the burden of proof in this respect. In such cases, the supplier shall bear all costs and expenses, including the costs of any legal action or recall

action. In all other respects, the statutory provisions shall apply.

The principles of product liability (liability without fault) shall also apply and in addition to the general claims for damages in the event that Eversfrank or employees of Eversfrank or other persons who are on the premises of Eversfrank or the place of use specified by Eversfrank suffer damage due to a defect in the supplier's product.

8. Payment – Assignment

- 8.1 Payment shall generally only be made after receipt of the delivery item in accordance with the contract and receipt of the proper and verifiable invoice by Eversfrank. Deliveries made before the agreed date shall only be considered received at the time of the agreed delivery date. With regard to further handling in the event of early delivery, reference is made to Clause 4 of these Terms and Conditions of Purchase.
- 8.2 The supplier shall ensure that the details on the delivery documents match the details on the invoice. Each invoice must contain Eversfrank's supplier number, the order number, cost center and the department or location to be supplied.
- 8.3 Unless otherwise agreed, payment shall be made with a 3 % discount within 14 days after receipt of goods and receipt of invoice or within 60 days after receipt of goods and receipt of invoice net cash. Apart from that, the due date of payment presupposes a delivery free of defects.
- 8.4 Payment shall be made in the weekly payment run following the due date (Mondays, the following working day in the case of public holidays). Payment shall be considered effected upon debit from one of our bank accounts.
- 8.5 Payment shall be effected by bank transfer or check. Other methods of payment, such as mutual settlements, shall only be applied if these have been explicitly agreed in written form.
- 8.6 In the event of defective delivery, Eversfrank shall be entitled to withhold payment in proportion to the value until proper performance.

- 8.7 The supplier is also entitled to assign their claims to third parties in respect of Section 354a of the German Commercial Code (HGB) solely with the written consent of Eversfrank.
- 8.8 The acceptance of the delivered goods and/or their payment by Eversfrank shall not constitute a waiver of the subsequent assertion of claims for defects, damages or other claims against the supplier.

9. Confidentiality

- 9.1 The contracting parties agree to maintain secrecy with respect to all commercial and technical details that are not in the public domain and that are disclosed to them as a result of the business relationship.
- 9.2 Drawings, models, templates, samples and similar items may not be handed over or otherwise made accessible to unauthorized third parties. The reproduction of such items is only permitted within the scope of operational requirements and copyright.
- 9.3 Sub-suppliers are to be obligated accordingly. The breach of confidentiality shall entitle the respective other contracting party to assert claims for damages.
- 9.4 Any confidentiality and non-disclosure obligations concluded separately shall remain unaffected by this Clause 9.

10. Manufacturing Equipment and Execution of Works

- 10.1 Models, tools, master copies, drawings and other manufacturing equipment produced by the supplier at Eversfrank's expense shall become the property of Eversfrank after payment. Like the manufacturing equipment provided by Eversfrank, they must be handled and stored with care, insured against fire, water, theft, loss and other damage at the supplier's expense and may only be made available to third parties or used for delivery to third parties with prior written consent. The manufacturing

equipment must be handed over to Eversfrank immediately and without being requested to do so after the order has been processed.

- 10.2 Persons who perform work on the factory premises in fulfillment of the contract shall observe the provisions of the respective factory regulations. Liability for accidents that occur to these persons on the factory premises is excluded, insofar as these were not caused by intentional or grossly negligent breach of duty by our legal representatives or vicarious agents.

11. Basic Principles of Cooperation

- 11.1 Eversfrank expects suppliers or their representatives to provide all relevant information, premises and personnel (through interviews) and to cooperate in the evaluation according to these standards. Monitoring includes self-supplier information as well as the assured right to conduct joint internal audits ourselves or on behalf of our customers for products, materials or services.

Supplier shall comply with all laws applicable to their business. The supplier supports the principles of the United Nations Global Compact, the UN Universal Declaration of Human Rights and the International Labor Organization's Declaration on Fundamental Principles and Rights at Work in accordance with national laws and practices.

This applies in particular to:

- Child labor

The supplier does not employ children under the age of 15. If national laws or regulations permit children between the ages of 13 and 15 to perform light work, this shall in no case be permitted if the underage person is thereby prevented from complying with general compulsory education or training or if the employment is detrimental to their health or development. If the supplier employs subcontractors, the supplier is responsible for ensuring that the subcontractor does not employ children under the age of 15 by agreement and control.

- Forced labor

No forced laborers are used at the supplier.

- Remuneration and working hours

The supplier shall comply with the respective national laws and regulations on working hours, salaries and employee benefits.

- Discrimination

The supplier shall refrain from any discrimination based on race, religion, disability, age, sexual orientation or gender.

- Occupational safety

We expect our business partners to strive to implement occupational health and safety at a high level. The supplier complies with applicable occupational health and safety regulations and provides a safe and health-promoting work environment to maintain the health of employees and prevent accidents, injuries and work-related illnesses.

- Business continuity planning

The supplier is prepared for operational disruptions of any kind (e. g. natural disasters, terrorism, computer viruses, diseases, pandemics, infectious diseases), and in particular has emergency plans in place to protect both their employees and the environment from the effects of any disasters that may occur in the vicinity of their operations to the extent possible.

- Improper payments / bribery

The supplier shall comply with international anti-corruption standards as defined in the United Nations Global Compact and local anti-corruption and bribery laws. In particular, the supplier will not offer services, gifts or benefits to Eversfrank employees that influence the employees' personal conduct with regard to working for the company and objectivity towards our suppliers.

11.2 In all phases of procurement, care should be taken to ensure that environmentally compatible supplies and services are always given preference, taking into account

economic efficiency and cost- and resource-saving. Procurement is based on the following standards:

As a minimum, we expect suppliers to:

- Documentation of environmental activities

An updated documentation of environmental activities, proving which measures are taken to protect the environment, to prevent pollution and to comply with the applicable environmental protection laws, must be available. The environmental policy of our suppliers should be subject to a continuous improvement process.

- Functioning environmental management

A documented environmental management system that helps to effectively ensure the planning, implementation and control of environmental activities must be available. The environmental management system should meet the requirements of international standards.

- Certification

The products supplied to Eversfrank have to comply with the requirements of the REACH regulation in the application and fulfill the Nordic Swan, EU Ecolabel and Blue Angel certification requirements.

- 11.3 With these group-wide purchasing conditions of Eversfrank, the supplier acknowledges that the environmental profile and the energy profile of materials, products and services are included in the selection and evaluation process of procurement. The respective operating procedures will be utilized for this purpose. We reserve the right to verify compliance with the requirements of the guidelines upon reasonable notice. We explicitly encourage our suppliers to introduce their own binding guidelines for ethical and ecological behavior. The supplier encourages their suppliers to comply with the ethical and environmental guidelines, human rights, occupational health and safety and environmental standards underlying this agreement as part of the fulfillment of their contractual obligations. The supplier is responsible for their own supply chain. Any breach of the obligations specified in the Terms and Conditions of Purchase will be considered a material breach of contract on the part of the supplier.

Eversfrank reserves the right to terminate the business relationship with a supplier if serious violations of these standards have been identified.

12. Environment/Documentation

- 12.1 The supplier shall comply with the generally accepted rules of technology, the safety regulations and the agreed technical data for their deliveries.
- 12.2 For the quality specifications and guarantees, the supplier shall keep special German records of manufacturing and testing procedures, the content of which as well as the testing regulations shall be agreed upon separately. The supplier shall oblige sub-suppliers to the same extent.
- 12.3 The supplier guarantees to Eversfrank that their deliveries comply with the provisions of Regulation EC No. 1907/2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH Regulation as most recently amended). The substances contained in the supplier's products are, to the extent required under the provisions of the REACH Regulation, pre-registered or registered after the expiry of the transitional periods, unless the substance is exempt from registration.
- Upon request by Eversfrank, the supplier shall also provide the information pursuant to Section 33 of the REACH Regulation.
- 12.4 The products delivered to Eversfrank must meet the certification requirements of Nordic Swan, EU Ecolabel and "Blue Angel".
- In detail, these are:
1. The supplier completes the corresponding current EU Ecolabel attachment in its entirety and signs it off in a legally binding manner.
 2. The supplier completes the corresponding current Blue Angel UZ195 attachment in its entirety and signs it off in a legally binding manner.
 3. The supplier discloses their formulation to the Nordic Swan Account in Stockholm.
 4. Eversfrank is a member of the HealthyPrinting Initiative Cradle to Cradle. Therefore, the specifications of a Cradle to Cradle certification apply to corresponding materials.

The supplier is obliged to send the completed proofs 1-4 to Eversfrank. Delivery to Eversfrank can only be effected after submission of the completed proofs.

This procedure also applies to test goods and new formulations.

- 12.5 The supplier shall send the relevant and current safety data sheets to Eversfrank without being requested to do so.

13. Property Rights

- 13.1 The supplier shall be liable for claims arising from the infringement of industrial property rights and applications for industrial property rights if the supplier is at fault and the delivery items are used in accordance with the contract.

- 13.2 The supplier shall indemnify Eversfrank against all claims arising from the use of such property rights, to the extent that the supplier has not manufactured the delivery item in accordance with Eversfrank's specified description and was unable to foresee during the production of these delivery items that property rights would be infringed thereby. Any further claim for damages by Eversfrank shall remain unaffected.

- 13.3 At Eversfrank's request, the supplier shall specify all industrial property rights known or becoming known to them which they use in connection with the delivery items to be provided or delivered. They shall comply with these industrial property rights.

14. Privacy

- 14.1 In accordance with the applicable provisions of the EU Data Protection Regulation (EU-DSGVO), Eversfrank is entitled to process personal data of employees of the supplier for use in the course of business. The supplier is hereby notified thereof in accordance with the provisions of the EU Data Protection Regulation and will inform their employees accordingly. Further information on data processing can be found in the transparency and information obligations for customers, suppliers, contractual partners and interested parties of the companies of the Eversfrank Group.

15. General Provisions

- 15.1 The law of the Federal Republic of Germany shall apply exclusively, also for orders placed abroad. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) are excluded.
- 15.2 The courts having jurisdictional competence for Eversfrank shall have jurisdiction. Eversfrank may bring an action at the supplier's registered office.
- 15.3 In the event that individual provisions are ineffective, the remaining provisions shall remain effective. The invalid provision shall be replaced by mutual agreement of the parties by a valid clause which corresponds as closely as possible to the economic meaning of the invalid clause. If such a clause is not found, the statutory provisions shall apply in this respect with the remaining provisions applying.

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