

General Terms and Conditions of Purchase

the companies of Eversfrank

- Evers & Evers GmbH & Co KG**
- Evers-Druck GmbH**
- Frank Druck GmbH & Co KG**
- Mail Weiterverarbeitungs GmbH**



EversFrank

§ 1 Scope of application, applicable conditions

- 1.1 These Terms and Conditions of Purchase of one of the companies belonging to Eversfrank (hereinafter referred to as "**Eversfrank**") apply exclusively to all purchases made by Eversfrank.
- 1.2 These Terms and Conditions of Purchase apply to the purchase of production materials (for the purpose of our own production), in particular raw materials, materials, components and other parts. They also apply to the purchase of spare parts, tools or machines and other products (hereinafter referred to as "Products"). Deviations from these Terms and Conditions of Purchase - in whole or in individual points - must be expressly agreed in writing and countersigned by Eversfrank in order to be effective. The supplier also accepts these Terms and Conditions of Purchase by delivering its Products to Eversfrank or to the place of use specified by Eversfrank.
- 1.3 These 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 is based on a written cooperation agreement (hereinafter: "Framework Supply **Agreement**"), insofar as this has been concluded, the written purchase order of Eversfrank and these Terms and Conditions of Purchase. In the event of discrepancies between the framework supply agreement, the purchase order and the Terms and Conditions of Purchase, the written purchase order shall take precedence over the framework supply agreement and the latter shall take precedence over the Terms and Conditions of Purchase.
- 1.5 Subject to the provisions of the framework supply agreement and the purchase order, all future transactions with the Supplier shall also be based exclusively on these Terms and Conditions of Purchase.
- 1.6 These Terms and Conditions of Purchase shall also apply to contracts relating to the delivery of movable goods to be manufactured or produced. Express reference is made to § 650 BGB.

§ 2 Offer, order

- 2.1 The offer to conclude a supply contract (order) must be made in writing to be valid, which is deemed to be fulfilled by letter, fax or e-mail.
- 2.2 If the supplier does not accept the order within one week of receipt, Eversfrank shall be entitled to cancel the order. Delivery call-offs by Eversfrank become binding if the supplier does not object to them within five working days of receipt. A contract with the content of the order, any framework supply agreement and these Terms and Conditions of Purchase shall also be concluded if the supplier begins to execute the 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 time limit.

Eversfrank is no longer bound by its order after expiry of the deadline; a delayed acceptance by the supplier is deemed to be a new offer by the supplier which requires acceptance by Eversfrank.

- 2.3 Verbal agreements prior to or upon conclusion of the contract require the written confirmation of Eversfrank's purchasing department to be effective. The provisions of § 2.1 shall remain unaffected.
- 2.4 Verbal agreements made after conclusion of the contract, in particular subsequent amendments and supplements to these Terms and Conditions of Purchase - including this written form clause - as well as collateral agreements of any kind, must also be confirmed in writing by Eversfrank's purchasing department in order to be valid.
- 2.5 Subject to separate agreements in individual cases, no remuneration shall be granted for the preparation of offers, plans, cost estimates and the like.

§ 3 Prices, terms of payment, offsetting and assignment

- 3.1 The price stated in the order is binding. All prices include statutory value added tax if this is not shown separately.

- 3.2 Unless otherwise agreed in individual cases, delivery shall be made "free works, duty paid" (DDP - Incoterms 2020) including packaging. Even if Eversfrank collects the goods, the agreed price includes the packaging costs, unless expressly agreed otherwise.
- 3.3 If the supplier is responsible for 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 in individual cases.
- 3.4 The agreed price shall be due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptances) and receipt of a proper invoice. If Eversfrank pays within 14 calendar days, a 3% discount on the net invoice amount shall be deemed agreed.
- 3.5 Payment is made in the weekly payment run following the due date (Mondays, the following working day in the case of public holidays). Payment is deemed to have been made when the amount is debited from one of our bank accounts.
- 3.6 Payment shall be made by bank transfer or check. Other methods of payment, such as mutual settlements, shall only be used if they have been expressly agreed in writing.
- 3.7 Interest on arrears shall not be owed. The statutory provisions shall otherwise apply to default in payment.
- 3.8 Eversfrank is entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent permitted by law. In particular, Eversfrank is entitled to withhold due payments as long as Eversfrank is still entitled to claims against the supplier arising from incomplete or defective deliveries.
- 3.9 The Supplier shall only be entitled to a right of set-off or retention on the basis of legally established or undisputed counterclaims.
- 3.10 The supplier is only entitled to assign its claims to third parties with the written consent of Eversfrank, also with regard to Section 354a HGB.

§ 4 Delivery and delivery bill

- 4.1 Deviations from the order are only permitted with the prior written consent of Eversfrank.

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- 4.2 Without Eversfrank's prior written consent, the supplier is not entitled to have the performance owed by it rendered by third parties (e.g. subcontractors). The supplier bears the procurement risk for its services, unless otherwise agreed in individual cases (e.g. limitation to a stock).
- 4.3 Delivery shall be "free works" (see § 3.2) to the place specified in the order. If a destination is not specified and unless otherwise agreed, delivery shall be made to Eversfrank's place of business. The respective place of destination is also the place of performance for the delivery and any subsequent performance (obligation to deliver). If a special calculation of the packaging has been agreed, this will be credited in full in the event of carriage paid return.
- 4.4 A delivery bill stating the date (issue and delivery date), the delivery note number, the contents of the delivery (article number and delivery quantity), Eversfrank's order number (date and number), the cost center and the department/location to be supplied must be enclosed with the delivery. A corresponding dispatch note with the same content must be sent to Eversfrank separately from the delivery bill.
- 4.5 If the delivery bill is missing or incomplete, Eversfrank shall not be responsible for any resulting delays in processing and payment. If inadequate information or inadequate labeling by the supplier or by the forwarding agent commissioned by the supplier leads to incorrect or faulty transport or border clearance, the supplier shall bear the resulting damages and additional costs.
- 4.6 For quantities, weights and dimensions, the values determined by Eversfrank during the incoming goods inspection shall be decisive, unless proven otherwise.
- 4.7 Partial deliveries are generally not permitted unless Eversfrank has expressly agreed to them or they are reasonable for Eversfrank.
- 4.8 In the event of culpable deviations by the supplier from delivery or packaging instructions or in the event of culpable over-deliveries by the supplier, Eversfrank shall be entitled to claim its additional expenses for logistics as liquidated damages in the amount of EUR 150. Eversfrank reserves the right to prove that higher damages have been incurred. The supplier shall be entitled to prove that Eversfrank has not incurred any loss at all or only a lower loss.

§ 5 Delivery date and delivery periods

- 5.1 Agreed dates and deadlines are binding. The date of receipt of the goods by Eversfrank or the place of use specified by Eversfrank shall be decisive for compliance with the delivery date or the delivery period. If "ex works" has been agreed, the supplier must make the goods available in good time, taking into account the time to be agreed with the carrier for loading and dispatch.
- 5.2 If the supplier anticipates difficulties with regard to production, the supply of input material, compliance with the delivery date or similar circumstances which could prevent it from delivering on time or in the agreed quality, the supplier shall notify Eversfrank's purchasing department without delay.
- 5.3 Agreed delivery dates and delivery periods must be adhered to. If agreed delivery dates or delivery periods are culpably exceeded, the supplier shall be in default without any further reminder being required. The supplier is obliged to compensate Eversfrank for the damage caused by the delay in accordance with the statutory provisions. Eversfrank expressly reserves the right to assert further statutory claims and rights, in particular the right to rescind the contract.
- 5.4 If the supplier is in default with the delivery, Eversfrank may - in addition to further statutory claims - demand lump-sum compensation for its damage caused by default in the amount of 1% of the net price per completed calendar week, but not more than a total of 5% of the net price of the goods delivered late. Eversfrank reserves the right to prove that a higher loss has been incurred. The supplier shall be entitled to prove that Eversfrank has suffered no loss at all or only a lesser loss.
- 5.5 Acceptance of the delayed delivery or service does not constitute a waiver of further claims based on the supplier's delay.
- 5.6 Early deliveries by the supplier shall only be accepted by Eversfrank 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 expense and risk of the supplier.
- 5.7 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 term of payment.

- 5.8 In the event of premature delivery , Eversfrank is entitled to claim its additional expenses for logistics as lump-sum compensation in the amount of EUR 150. Eversfrank reserves the right to prove that higher damages have been incurred. The supplier shall be entitled to prove that Eversfrank has not incurred any loss at all or only a lower loss.

§ 6 Impossibility, force majeure, insolvency of the supplier

- 6.1 If performance is or becomes impossible for the supplier for reasons for which the supplier is responsible, the statutory provisions shall apply.
- 6.2 In the event of force majeure, e.g. war, lockout, strike or other unforeseeable circumstances which result in significant operational disruptions, Eversfrank shall be entitled to withdraw from the contract to the exclusion of any claims for compensation by the supplier.

The same shall apply if the supplier is unable to meet an agreed delivery date or an agreed delivery period due to force majeure events and no agreement is reached with Eversfrank on a new delivery date.

- 6.3 If insolvency proceedings are opened against the supplier's assets or if an application for the opening of insolvency proceedings is filed and the contract has not yet been fulfilled, this shall entitle Eversfrank to withdraw from the contract.

§ 7 Transfer of risk , default of acceptance

- 7.1 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 functional test.
- 7.2 The statutory provisions apply to the occurrence of default of acceptance by Eversfrank. However, the supplier must also expressly offer its performance to Eversfrank if a specific or determinable calendar time has been agreed for an act or cooperation to be provided by Eversfrank. If Eversfrank is in default of acceptance, the supplier may demand compensation for its additional expenses in accordance with the statutory provisions (§ 304 BGB). If the order relates to a non-fungible item to be manufactured by the supplier (individual production), the supplier shall only be entitled to further rights

if EversFrank has undertaken to cooperate and is responsible for the failure to cooperate.

§ 8 Warranty

8.1 EversFrank's rights in the event of material defects or defects of title of the goods (including incorrect or short delivery, improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the supplier shall be governed by the statutory provisions, unless otherwise agreed below.

8.2 In accordance with the statutory provisions, the supplier is liable in particular for ensuring that the goods have the agreed quality when the risk passes to EversFrank. In any case, those product descriptions which - in particular by designation or reference in EversFrank's order - are the subject matter of the respective contract or which have been incorporated into the contract in the same way as these Terms and Conditions of Purchase shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from EversFrank, the supplier or the manufacturer.

8.3 The statutory provisions (Sections 377, 381 HGB) shall apply to the commercial obligation to inspect and give notice of defects with the following proviso:

EversFrank's obligation to inspect the goods is limited to defects which become apparent during EversFrank's incoming goods inspection by external examination including the delivery documents (e.g. transport damage, wrong and short deliveries) or which are recognizable during EversFrank's quality control by random sampling. If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case.

EversFrank's obligation to give notice of defects discovered later remains unaffected. Notwithstanding the obligation to inspect, a complaint (notice of defects) by EversFrank shall be deemed to have been made without undue delay and in good time if it is sent within 10 days of discovery in the case of hidden defects or within 2 days of delivery in the case of obvious defects.

8.4 In the event of a defective delivery, EversFrank may initially demand subsequent performance free of charge - at its own discretion by remedying the defect

(subsequent improvement) or by delivering a defect-free item (replacement delivery). In both cases, the supplier shall bear all costs incurred by it or 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 a replacement delivery, the supplier shall take back the defective goods at its own expense.

- 8.5 In the event of unsuccessful subsequent performance, unreasonableness or default of the supplier with the rectification, Eversfrank may withdraw from the contract/order without setting a further deadline and return the goods at the risk and expense of the supplier.

In these and other urgent cases - in particular to avert acute danger or to avoid major damage if it is no longer possible to inform the supplier of the defect and set a deadline for remedy - Eversfrank may remedy the defect itself or have it remedied by a third party at the supplier's expense.

- 8.6 In the event of a material defect or defect of title, Eversfrank is otherwise entitled to reduce the purchase price or to rescind the contract in accordance with the statutory provisions. In addition, Eversfrank is entitled to compensation for damages and expenses in accordance with the statutory provisions.

- 8.7 If the supplier has assumed a guarantee for the quality or durability of the delivery item, Eversfrank may also assert claims under the guarantee in addition to the claims and rights described above.

§ 9 Supplier recourse

- 9.1 Eversfrank is entitled without restriction to the statutory rights of recourse within the supply chain (supplier recourse pursuant to Sections 445a, 445b, 478 BGB) in addition to the warranty claims for defects. In particular, Eversfrank is entitled to demand exactly the type of subsequent performance (rectification or replacement delivery) from the supplier that Eversfrank owes its customer in the respective individual case.

- 9.2 Before Eversfrank acknowledges or fulfills a claim for defects asserted by its customer (including reimbursement of expenses pursuant to Sections 445a (1), 439 (2), (3) BGB), Eversfrank shall notify the supplier and request a statement of the facts. If a substantiated statement is not made within a reasonable period of time and no

amicable solution is reached, the claim granted by Eversfrank in relation to its customer shall be deemed owed, unless the supplier proves the contrary.

§ 10 Producer liability

- 10.1 In the event that claims are asserted against Eversfrank on the basis of product liability, the supplier shall be obliged to indemnify Eversfrank 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.
- 10.2 As part of its obligation to indemnify, the supplier shall reimburse such expenses pursuant to Sections 683, 670 BGB that arise from or in connection with claims asserted by third parties, including the costs of any legal action or recall campaign. Eversfrank shall inform the supplier of the content and scope of recall actions - insofar as possible and reasonable - and give the supplier the opportunity to comment. Further statutory claims remain unaffected.
- 10.3 The principles of product liability (strict liability) shall also apply in addition to the general claims for damages in the event that Eversfrank or employees of Eversfrank or other persons who are present on the premises of Eversfrank or the place of use specified by Eversfrank suffer damage due to a defect in the supplier's product.

§ 11 Statute of limitations

- 11.1 The reciprocal claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise stipulated below.
- 11.2 Notwithstanding § 438 Para. 1 No. 3 BGB, the general limitation period for claims for defects is 3 years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period also applies mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for third-party claims for restitution in rem (section 438 (1) no. 1 BGB) remains unaffected; furthermore, claims arising from defects of title do not become time-barred under any circumstances as long as the third party can still assert the right against Eversfrank - in particular in the absence of a limitation period.

- 11.3 The limitation periods under sales law, including the above extension, shall apply - to the extent permitted by law - to all contractual claims for defects. Insofar as EversFrank is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (Sections 195, 199 BGB) shall apply, unless the application of the limitation periods under sales law leads to a longer limitation period in individual cases.

§ 12 Liability of the supplier

- 12.1 The Supplier shall be liable for damages, irrespective of the legal grounds, in accordance with the statutory provisions.

§ 13 Haftung von EversFrank

- 13.1 EversFrank shall only be liable for damages, irrespective of the legal grounds, in the event of intent or gross negligence on the part of its bodies or assistants. The above exclusion of liability for simple negligence does not apply to the breach of material contractual obligations. In the event of a breach of material contractual obligations, liability shall be limited to typical, foreseeable damages.
- 13.2 Liability for damages based on a guarantee assumed by EversFrank and liability under the Product Liability Act or other mandatory standards shall remain unaffected by the above provisions. The same applies in the event of damage caused by injury to life, limb or health.

§ 14 Geheimhaltung

- 14.1 The contracting parties undertake to keep confidential all commercial and technical details which are not in the public domain and which become known to them through the business relationship.
- 14.2 Drawings, models, templates, samples and the like may not be made available or otherwise made accessible to unauthorized third parties. The reproduction of such items is only permitted within the scope of operational requirements and copyright law.

- 14.3 Subcontractors shall be obligated accordingly. Any breach of confidentiality shall entitle the other contracting party to claim damages.
- 14.4 Any separately concluded non-disclosure and confidentiality obligations shall remain unaffected by this § 14 shall remain unaffected.

§ 15 Means of production and execution of work

- 15.1 Models, tools, printing templates, drawings and other means of production which are produced by the supplier at Eversfrank's expense shall become the property of Eversfrank after payment. They must be handled and stored with care, just like the production equipment provided by Eversfrank, insured against fire, water, theft, loss and other damage at the supplier's expense and may only be made accessible to third parties or used for delivery to third parties with prior written consent. The means of production shall be handed over to Eversfrank immediately and without request after the order has been processed.
- 15.2 Persons who carry out work on Eversfrank's premises in fulfillment of the contract must observe the provisions of the relevant company regulations. In the event of an accident, Eversfrank shall be liable for damages in accordance with § 13.

§ 16 Basic principles of cooperation , certifications, evidence, material contractual obligations

- 16.1 E versfrank expects the supplier to provide Eversfrank with all relevant information, premises and employees (through interviews) for the assessment of the following standards. The supplier is also expected to cooperate with Eversfrank in the assessment. Part of the assessment and control process is self-disclosure by the supplier. Furthermore, the supplier assures that it will carry out joint internal audits with Eversfrank - also on behalf of Eversfrank's customers - regarding products, materials or services.
- 16.2 D he supplier complies with all laws applicable to his company. The supplier supports the principles of the United Nations Global Compact, the UN Universal Declaration of Human Rights and the Declaration on Fundamental Principles and Rights at Work of the International Labor Organization in accordance with national laws and practices. This applies in particular to:

- Child labor

The Supplier shall 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 not be permitted under any circumstances if it prevents the minor from completing compulsory education or training or if the employment is detrimental to the minor's health or development. If the Supplier employs subcontractors, the Supplier shall be responsible for ensuring, through agreements with the subcontractor and appropriate checks, that the subcontractor does not employ children under the age of 15.

- Forced labor

The supplier does not use forced labor.

- Remuneration and working hours

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

- Discrimination

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

- Occupational safety

Eversfrank expects its supplier to strive to implement occupational health and safety at a high level. The supplier shall comply with the applicable occupational health and safety regulations and ensure a safe and healthy working environment in order to maintain the health of employees and prevent accidents, injuries and work-related illnesses.

- Planning operational continuity

The Supplier shall be as well prepared as possible for operational disruptions of any kind (e.g. natural disasters, terrorism, computer viruses, illnesses, pandemics, infectious diseases), and in particular shall have disaster plans in place to protect both its employees and the environment as far as possible from the effects of any disasters that occur in the vicinity of its operations.

- Improper payments / bribery

The supplier shall comply with international anti-corruption standards as set forth in the United Nations Global Compact and local anti-corruption and bribery laws. In particular, the supplier shall not offer Eversfrank employees any services, gifts or other benefits that influence the personal conduct of Eversfrank employees with regard to

the supplier's activities for Eversfrank or the objectivity of Eversfrank employees towards suppliers.

16.3 In all phases of procurement, E versfrank ensures that environmentally friendly goods and services are always given preference, taking into account economic efficiency and economy. Procurement is based on the following standards, which are to be understood as a minimum:

- Documentation of environmental activities

The supplier shall maintain up-to-date documentation of its environmental activities that demonstrates the measures taken by the supplier to protect the environment, prevent pollution and comply with applicable environmental protection laws. The supplier's environmental policy should be subject to a continuous improvement process.

- Effective environmental management

The supplier shall maintain a documented environmental management system that contributes to effectively ensuring the planning, implementation and control of environmental activities. The environmental management system should meet the requirements of international standards.

- Certification of the eco-labels

The supplier shall only supply Eversfrank with products that meet the requirements of the REACH Regulation in their application and that fulfill the product certification requirements and environmental labels of the Blue Angel and the EU Ecolabel.

With these Terms and Conditions of Purchase, the supplier acknowledges that environmental aspects as well as the energy efficiency and energy aspects of materials, products and services are included as criteria in the selection and evaluation process of procurement. Eversfrank reserves the right to verify compliance with the requirements of the guidelines after giving reasonable advance notice; upon § 16.1 is referred to.

16.4 The supplier shall be obliged to fulfill the obligations set out in §§16.2 and 16.3 ethical and ecological guidelines, human rights, occupational health and safety and environmental standards as part of the fulfillment of its contractual obligations. The supplier is responsible for its own supply chain.

Any violation of the provisions of these §§ 16.2 and 16.3 is considered a material breach of contract on the part of the supplier. Eversfrank reserves the right to terminate the

business relationship with the supplier if serious violations of these standards are identified.

- 16.5 At Eversfrank's request, the supplier shall send suitable evidence of compliance with the German Supply Chain Due Diligence Act (LkSG). In addition, proof of the supplier's commitment to the ten principles of the Global Compact shall be made available to Eversfrank upon request.

§ 17 Documentation / environment, in particular REACH regulation, safety data sheets, evidence for eco-labels

- 17.1 The supplier shall comply with the recognized rules of technology, the safety regulations and the agreed technical data for its deliveries.

- 17.2 The supplier shall keep special German-language records of the manufacturing and testing processes for the quality specifications and guarantees, the content of which as well as the testing regulations shall be agreed separately. The supplier shall oblige upstream suppliers to the same extent.

- 17.3 REACH Regulation (for printing papers and chemicals)

The supplier warrants to Eversfrank that its deliveries comply with Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals, as amended ("**REACH Regulation**").

The substances contained in the supplier's products are pre-registered, if required by the provisions of the REACH Regulation, or registered after expiry of the transitional periods, unless the substance is exempt from registration. At Eversfrank's request, the supplier shall also provide the information pursuant to Art. 33 of the REACH Regulation.

- 17.4 Safety data sheets (for chemicals)

The supplier shall send the updated safety data sheets to Eversfrank, in German and in pdf file format, every time there is a change in the chemicals it uses, without being asked to do so.

The safety data sheets must generally not be older than 2 years. In this respect, the supplier shall ensure that the safety data sheets are updated and sent to Eversfrank without being requested to do so (at umwelt@eversfrank.com).

17.5 Proof of eco-labels (for printing chemicals)

The products supplied to Eversfrank must meet the certification requirements of the Blue Angel UZ 195 eco-label, the EU Ecolabel 053 and the Nordic Swan. For this purpose, the supplier is obliged to send the confirmations and the attachments to Eversfrank without being asked before the first delivery and also for test products as well as for changes and updates to the recipes, at umwelt@eversfrank.com as follows:

17.6 Blue Angel UZ 195

The supplier completes the current "Blue Angel UZ195" annex in full and signs it in a legally binding manner. The current templates can be found at: <https://www.blauer-engel.de/de/produktwelt/druckereien-und-druckerzeugnisse/druckerzeugnisse>

17.7 EU Ecolabel 053

The supplier completes the current Eu-Ecolabel 053 in full and signs it in a legally binding manner. The current templates can be found at: <https://eu-ecolabel.de/fuer-unternehmen/produktgruppen>

17.8 Nordic-Swan printed matter 041

The supplier logs into the portal independently for declaration and registration, <https://declarations.nordic-ecolabel.org/>
Information on the chemicals can be found at <https://www.supply-chain-declarations.org/printing-companies-and-printed-matter-041/>
For initial declarations, recipe changes, etc., the supplier will receive an ID number once the declaration and registration of the product has been completed. This ID number must be sent to Eversfrank.

§ 18 Data protection

18.1 Eversfrank complies with the requirements of the EU General Data Protection Regulation (EU GDPR). Further information on data processing can be found at <https://www.eversfrank.com/download/>

§ 19 Place of jurisdiction, applicable law, other agreements unities

19.1 The exclusive place of jurisdiction for all present and future claims arising from the business relationship shall be the registered office of Eversfrank. This place of jurisdiction

shall also apply to disputes concerning the formation and validity of the contractual relationship.

19.2 These GPC and the contractual relationship between EversFrank and the supplier shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

19.3 If parts of the above terms and conditions are invalid or waived, the validity of the remaining provisions shall remain unaffected. The contracting parties are obliged to replace ineffective provisions with provisions that are legally effective and correspond to the ineffective provisions as far as possible in terms of meaning, purpose and economic result.