

General Terms and Conditions of the Eversfrank Group

Status: July 2024

I. Scope of application, conclusion of contract

1. These General Terms and Conditions (GTC) only apply if the customer (client) is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.
2. Orders shall be executed exclusively on the basis of the following GTC of Evers & Evers GmbH & Co KG (Contractor). Individual agreements with the Client, including collateral agreements, supplements and amendments, shall take precedence over these GTC. Subject to proof to the contrary, a written contract or a written confirmation from the contractor is decisive for the content of such agreements. The Client's GTC shall only apply insofar as the Contractor has expressly agreed to them. This requirement of consent shall apply in any case, in particular in the event that the Contractor carries out a delivery to the Client without reservation in the knowledge of the Client's GTC. The Contractor's GTC shall also apply to similar future contracts in the version valid at the time of the Client's order, even if they are not expressly agreed again.
3. The Contractor's offers are always subject to change and non-binding. By sending an order, the Client submits a binding offer to the Contractor to conclude a contract. The Contractor may accept this offer within 14 days. A legally binding contract is concluded with the Client upon receipt of the Contractor's order confirmation by the Client, whereby an e-mail is sufficient, or upon delivery of the goods. This shall also apply if the delivery is to be made to a third party on the instructions of the Client.

II. Prices, payment, default of payment

1. Prices are quoted in euros and are subject to statutory value added tax. The Contractor's prices are ex works. They do not include packaging, freight, postage and other shipping costs as well as transport insurance and customs duties. Pallets shall be invoiced to the Client at the price stated in the order confirmation at the latest. The obligation to pay for the pallets shall not apply if the Contractor hands over and transfers ownership of a corresponding number of empty pallets of at least the same type and quality to the Contractor on collection of the loaded pallets (pallet exchange).
2. The Contractor shall be entitled to adjust the prices to be paid on the basis of the order at its reasonable discretion to the development of the costs that are decisive for the price calculation. A price increase or price reduction may be considered if, for example, the costs for the paper to be procured by the contractor increase or decrease or other changes in the general operating conditions, e.g. energy costs, lead to a significantly changed cost situation (+/- 10%) that was not foreseeable at the time the contract was concluded. Increases in one type of cost may only be used for a price increase to the extent that they are not offset by any reduction in costs in other areas since the contract was concluded. In the event of cost reductions, the prices shall be reduced by the Contractor to the extent that these cost reductions are not fully or partially offset by price increases in other areas. When exercising its reasonable discretion, the Contractor shall select the respective points in time of a price change in such a way that cost reductions are not taken into account according to more unfavorable standards for the Client than cost increases, i.e. cost reductions are effective at least to the same extent as cost increases.
3. Payment must be made immediately, but at the latest within 30 working days of receipt of the invoice without any deductions, unless otherwise stated on the invoice. Freight, postage and other shipping costs are not discountable. Upon expiry of the above payment deadline, the client shall be in default. The invoice shall be issued on the day of delivery, partial delivery or - in the case of the obligation to collect or default of acceptance - when the Contractor is ready to deliver.
4. The Contractor is entitled, even within the framework of an ongoing business relationship, to make a delivery only against advance payment. A corresponding reservation shall be declared in the order confirmation at the latest. This applies in particular to the provision of unusually large quantities of paper or cardboard, special materials and/or extensive advance payments.

5. The client may only offset against an undisputed or legally established claim and only assert rights of retention in these cases.
6. If the fulfillment of the Contractor's payment claim against the Client that is subject to advance performance is at risk due to a deterioration in the Client's ability to pay that has occurred or become known after conclusion of the contract (e.g. by an application for the opening of insolvency proceedings, notification from the Contractor's commercial credit insurance that no sufficient limit is available for deliveries to the Client), the Contractor may demand advance payment, withhold goods not yet delivered until payment of the consideration or provision of a security in accordance with the statutory provisions and cease further work on orders still in progress and - if necessary after setting a deadline - withdraw from the contract (Section 321 BGB). In the case of contracts for the manufacture of non-fungible goods, the Contractor may declare its withdrawal immediately. The statutory provisions on the dispensability of setting a deadline remain unaffected.
7. If the client is in default of payment, default interest of nine percentage points above the respective base interest rate of the European Central Bank shall be payable. This shall not exclude the assertion of further damages caused by default, statutory default lump sums (Section 288 (5) BGB) and interest on arrears (Section 353 HGB).
8. Payments are only accepted by bank transfer.
9. The Contractor shall send invoices exclusively in electronic form. For this purpose, the Client shall provide the Contractor with its electronic billing address upon acceptance of the order.
10. For tax-free intra-Community deliveries, the Contractor must be informed of the Client's VAT ID to be used prior to delivery.

III. Special obligations of the client to cooperate (print data, paper)

1. The Client shall be responsible for the materials of all types supplied by it, such as artwork, its layout and (editorial) content (hereinafter referred to collectively as "Print Data") and, where applicable, paper. The client is obliged to check the print data carefully before sending it to the contractor to ensure that it is suitable for the agreed print job. The Contractor shall not check the Print Data.
2. The Client shall provide the Contractor with complete and reproducible print data in accordance with paragraph 3 by the date specified in the order confirmation at the latest. If the Client culpably fails to deliver the print data by the agreed date, the Contractor may postpone the delivery date in accordance with Section V. 4. and/or demand compensation from the Client and/or withdraw from the contract after the expiry of a reasonable grace period or - if the requirements of Section 323 (2) BGB are met - without setting a grace period. If the Contractor withdraws from the contract for the aforementioned reason, the Contractor may demand the originally agreed remuneration as compensation (lump sum); however, the Contractor must take into account the expenses saved as a result of the termination of the contract or which it acquires or maliciously fails to acquire through other use of its labor. The Client shall be entitled to prove that no damage was incurred at all or that the damage was significantly lower than the lump sum.
3. The client must submit the print data in a format and with the specifications stated in the contractor's guidelines for the delivery of print and address data. These guidelines can be viewed and downloaded from the website <https://www.eversfrank.com/services/downloads/>. In the case of deviating formats or other specifications, error-free printing cannot be guaranteed.
4. If the parties have agreed that the Client shall purchase the paper to be printed on itself and provide it to the Contractor for printing, the Client alone shall be obliged to check the suitability of the paper for the agreed print job. The Contractor shall not check whether the use of this paper could lead to faulty printing. Paragraph 2 shall apply accordingly to timely delivery.

IV. Preparation of order execution and conversion of print data by the contractor

1. After transmission of the print data in accordance with Section III. 2., the Contractor shall only check whether the print data has a format and the specifications in accordance with Section III. 3. If this is not the case or if the print data is not legible, the Contractor shall inform the Client of this so that the Client can make a declaration in accordance with paragraphs 2 and 3 of this section. If the order confirmation does not specify a date in accordance with Section III. 2, the Contractor shall set the Client a reasonable deadline for the delivery of improved print data.
2. If the format of the artwork does not comply with the specifications in Section III. 3, in particular because the print data is not available in the CMYK color model, the Contractor shall be entitled, at the express request of the Client, to convert the artwork into a printable format, provided this is technically possible. When converting RGB data or ICC color profiles into the CMYK color model, there will naturally be color deviations from the original. If the Client has not requested a sample in accordance with paragraph 3, the Contractor shall be entitled to carry out the print job using the converted artwork at the Client's risk.
3. The Contractor shall only send the Client a four-color process print sample (specimen) of the artwork converted in accordance with paragraph 2 by e-mail or on a data carrier prior to execution of the print order at the Client's express request. In this case, the Contractor shall be obliged to check the sample and to declare or refuse the print approval to the Contractor immediately upon receipt. With the print approval, the Client declares that it has checked the sample for conformity with the submitted artwork and approves any deviations of the sample from the submitted artwork as being in accordance with the contract.
4. The declarations of the client in accordance with paragraphs 2 and 3 must be made in text form.

V. Delivery, delay in delivery

1. If the Contractor has undertaken to dispatch the goods, the risk shall pass to the Client as soon as the Contractor has handed over the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the dispatch. The Contractor shall be entitled to make partial deliveries to a reasonable extent.
2. Delivery dates or delivery periods are generally non-binding unless they are expressly designated as "binding" in the Contractor's order confirmation.
3. Subject to the following provisions, the occurrence of a delay in delivery by the Contractor shall be determined in accordance with the statutory provisions. If the Contractor is in default of delivery, the Client's claims for damages in this respect shall be limited to 0.5% of the net price (delivery value) for each completed calendar week of the delay, but shall not exceed a total of 10% of the delivery value of the goods delivered late. The Contractor reserves the right to prove that the Client has suffered no damage at all or only significantly less damage than the above lump sum.
4. If the Contractor is unable to meet expressly agreed binding delivery dates for reasons for which it is not responsible (non-availability of the service), it shall inform the Client of this immediately. At the same time, the Contractor shall be entitled to extend the delivery period until the end of the non-availability of the service plus a period of four weeks, but by a maximum period of eight weeks in total, taking into account its interests. This shall not apply if the postponement of the delivery date is unreasonable for the client. If the service is also not available by the new delivery date or if a postponement of the delivery date is unreasonable for the Client, the Contractor shall be entitled to withdraw from the contract in whole or in part. In this case, the Contractor shall inform the Client immediately and reimburse any consideration already paid without delay. A case of non-availability of the service in this sense shall include, among other things, operational disruptions in the Contractor's business (e.g. strike, lockout) as well as all other cases of force majeure (e.g. war, natural disasters), late delivery to the Contractor by its suppliers,

provided that the Contractor has concluded a congruent hedging transaction, neither the Contractor nor its suppliers are at fault or the Contractor is not obliged to procure in the individual case. A case of non-availability of the service shall also be deemed to exist if the Client has not fulfilled its obligations under Section III. within the periods specified in the order confirmation and the production capacities of the Printing Company are not sufficient after expiry of the deadline to fulfill the Client's order immediately after fulfillment of the obligations to cooperate or within the period specified upon conclusion of the contract. The statutory rights of the Client pursuant to Sections VII. and VIII. and of the Contractor, in particular in the event of an exclusion of the obligation to perform, e.g. due to impossibility or unreasonableness of performance and/or subsequent performance, shall remain unaffected.

5. The Contractor shall have a right of retention pursuant to § 369 of the German Commercial Code (HGB) to printing and stamping templates, manuscripts, raw materials and other items supplied by the Client until all due claims arising from the business relationship have been settled in full.
6. The packaging of the printed products is carried out on behalf of the client. The contractor is not a distributor within the meaning of the German Packaging Act (VerpackG). Detailed information on the quantities and materials used for registration and data reporting in accordance with VerpackG will be provided on request. The Eversfrank Group is registered in the public LUCID Packaging Register under the number DE3866214401420 as a company subject to system participation.

VI. Retention of title

1. The Contractor shall retain title to the goods (reserved goods) until all claims of the Contractor against the Client arising from the business relationship, including present and future claims from the purchase contract and also from contracts concluded at the same time or later, have been settled. The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The Client must inform the Contractor immediately in text form if an application for the opening of insolvency proceedings has been filed or if third parties have or threaten to have access to the reserved goods (e.g. seizures).
2. If the Client acts in breach of contract, in particular in the event of non-payment of the due payment claim, the Contractor shall be entitled to withdraw from the contract in accordance with the statutory provisions and to demand the return of the goods on the basis of the retention of title and the withdrawal. If the Client does not pay the due payment claim, the Contractor may assert these rights if it has previously set the Client a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.
3. The Client is entitled to resell and process the goods subject to retention of title in the ordinary course of business until revoked in accordance with VI. 4. sentence 4. The Client hereby assigns to the Contractor by way of security all claims arising from the resale against customers or third parties.
4. If goods subject to retention of title are sold by the Client after processing, mixing or combining with goods not belonging to the Contractor, the Client hereby assigns to the Contractor the claims arising from the resale in the amount of the value of the goods subject to retention of title or in the amount of the Contractor's possible co-ownership share in accordance with VI. 6 with all ancillary rights and as security. The Contractor accepts the assignment. The obligations under VI. 1 sentences 2 and 3 shall also apply with regard to the assigned claims.
5. The Client is authorized to collect these claims even after assignment. The Contractor's right to collect the claims himself remains unaffected by this; however, the Contractor undertakes not to collect the claim as long as the Client duly fulfills his payment and other obligations, there is no deficiency in his ability to pay and the Contractor does not assert his retention of title by exercising a right in accordance with VI. 2. If the Contractor collects the claim himself, he may demand that the Client informs him of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors of the assignment. In addition, the Contractor may revoke its consent

to the further sale and processing of the goods subject to retention of title by the Client if the conditions for collection of the claim by the Contractor are met.

6. If the realizable value of the securities existing for the Contractor exceeds its claims by more than 10% in total, the Contractor shall be obliged to release securities of the Contractor's choice at the request of the Client or a third party affected by the Contractor's excess security.
7. The retention of title shall extend to the full value of the products resulting from the processing, mixing or combining of the Contractor's goods, whereby the Contractor shall be deemed to be the manufacturer (Section 950 BGB). If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, the Contractor shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the reserved goods. Should the Client nevertheless acquire sole ownership of the new item, the contracting parties agree that the Client shall grant the Contractor co-ownership of the new item in proportion to the value of the processed or combined, mixed or blended goods subject to retention of title and shall store it for the Contractor free of charge.

VII. Warranty

1. The basis for liability for defects is above all the agreement reached on the quality of the goods. The Contractor assumes no liability for public statements (e.g. advertising statements) made by the manufacturer of paper, cardboard and printing inks or other third parties. Information relating to the specification of the goods shall not constitute a guarantee of quality unless the Contractor expressly confirms in writing that a specific quality of the goods is guaranteed.
2. The client must always check that any preliminary and interim products sent for correction are in accordance with the contract. With the declaration of readiness for printing, declaration of readiness for production or other declaration of release, the client recognizes the preliminary and intermediate products as being in accordance with the contract. If a defect in the printed products is attributable to the material supplied by the client (e.g. print data, paper), the client's rights due to a defect shall be excluded.
3. Claims for defects presuppose that the Client has complied with its statutory obligations to inspect and give notice of defects in accordance with Sections 377 and 381 of the German Commercial Code (HGB). If a defect is discovered during the inspection or later, the Contractor must be notified of this immediately in text form. The notification shall be deemed immediate if it is made within two weeks, whereby the timely dispatch of the notification shall suffice to meet the deadline. The same applies to obvious defects, including incorrect and short deliveries.
4. If the delivered goods are defective, the Contractor may initially choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). The right to refuse subsequent performance under the statutory conditions remains unaffected. The Contractor is entitled to make the subsequent performance owed dependent on the Client settling the due payment claim. However, the Client is entitled to withhold a reasonable part of the payment claim in proportion to the defect. If the supplementary performance has failed or a reasonable deadline to be set by the client for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the client may withdraw from the contract or reduce the payment claim in accordance with Section IX. 1. In the case of an insignificant defect, there is no right of withdrawal.
5. Furthermore, the Client is obliged to make the defective goods available to the Contractor for inspection of the notices of defects for a corresponding examination at the place of performance of the supplementary performance or at the place of delivery during normal business hours, at the Client's discretion.

6. Defects in part of the delivered goods do not entitle the customer to complain about the entire delivery, unless the partial delivery is of no interest to the customer.
7. In the case of color reproductions in all production processes, minor deviations from the original cannot be objected to. The same applies to comparisons between proofs, especially proofs and print runs.
8. The Contractor shall be released from liability for defects attributable to the raw material used (e.g. paper), which the Contractor has obtained from a third party (supplier), if it assigns its claims against this supplier to the Client. The Contractor shall be liable as a guarantor if claims against the supplier do not exist or cannot be enforced due to the Contractor's fault; in this case, the Contractor shall only be liable up to the amount of its own claims against the respective supplier.
9. The expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs, but not removal and installation costs, shall be borne by the Contractor if a defect actually exists. Otherwise, the Contractor may demand compensation from the Client for the costs incurred as a result of the unjustified request to remedy the defect, in particular inspection and transport costs, unless the lack of defectiveness was not recognizable to the Client.
10. Excess or short deliveries of up to 3% of the ordered print run may not be objected to, provided that this is reasonable for the client, particularly in the case of large print runs in the area of print advertising, taking into account the interests of the contractor, in particular the impossibility of producing small print runs in exact quantities. The quantity actually delivered shall be invoiced. In the case of deliveries from custom-made paper (use of paper purchased at the behest of the client and not in stock), the percentage shall be increased to 5%.
11. Claims of the client for damages or reimbursement of futile expenses shall only exist in accordance with VIII. even in the case of defects and are otherwise excluded.
12. In all cases, the special statutory provisions for final delivery of the goods to a consumer (supplier recourse pursuant to §§ 478, 479 BGB) remain unaffected.

VIII. Liability of the contractor

1. The Contractor shall always be liable for intent or gross negligence, regardless of the legal grounds, within the scope of fault-based liability.
2. In the event of simple negligence, the Contractor shall only be liable, subject to a milder standard of liability in accordance with statutory provisions (e.g. for care in its own affairs), for damages arising from the not insignificant breach of a material contractual obligation, whereby this is an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the Client regularly relies and may rely; in this case, however, the Contractor's liability shall be limited to compensation for the foreseeable, typically occurring damage. V. 3 applies to claims for damages due to delayed delivery.
3. The above limitations of liability shall apply to the same extent to the Contractor's vicarious agents and assistants.
4. In deviation from VIII. 2. and 3., the Contractor shall always be liable for culpably caused damage resulting from injury to life, limb or health, in the event of the assumption of a guarantee of quality, in the event of fraudulent intent and in cases of mandatory liability under the Product Liability Act.

IX. Special provisions for withdrawal and termination

1. If the delivery is delayed, irrespective of whether a binding or non-binding delivery date has been specified, the Client may only withdraw from the contract or demand compensation for non-performance or poor performance if it has previously set the Contractor a grace period of at least two weeks without success and this period has expired without result. This shall not apply in the event that the

Contractor has seriously and definitively refused performance or another important reason requires immediate withdrawal.

2. The Client may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if the Contractor is responsible for the breach of duty. A free right of termination on the part of the Client (in particular in accordance with §§ 650, 648 BGB) is excluded. Otherwise, the statutory requirements and legal consequences shall apply.
3. Contracts for regularly recurring work can be terminated with three months' notice to the end of a month. The right to extraordinary termination remains unaffected. Notice of termination must be given at least in text form.
4. The Contractor reserves the right to terminate contracts extraordinarily and without notice or to withdraw from the contract if its bodies and/or employees would make themselves liable to prosecution by executing the order, if the transmitted print data contains pornographic, fascist, violence-glorifying and/or such content that is incompatible with the democratic and liberal basic order of the Federal Republic of Germany.

X. Statute of limitations

1. Notwithstanding § 438 Para. 1 No. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance. § Section 438 Para. 1 No. 2 BGB, Section 438 Para. 1 No. 1, Para. 3 BGB, Section 444 BGB and Section 479 BGB shall remain unaffected.
2. The aforementioned limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the Client based on a defect of the goods, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in individual cases. However, claims for damages by the Client pursuant to VIII. 1. and 4. shall become time-barred exclusively in accordance with the statutory limitation periods.

XI. Data security, data backup

1. In the case of data transmission, the client must use state-of-the-art protection programs against computer viruses prior to transmission. Print data shall be stored by the Contractor for at least the duration of the warranty period, beyond which the Client shall have no claim to the storage of its print data. Data backup is the sole responsibility of the client.

XII. Data protection

1. The processing of personal data within the scope of our business relationship is governed by the contractor's separate privacy policy. This contains detailed information on the type, scope and purpose of data processing and on the rights of data subjects. The current privacy policy is available at <https://www.eversfrank.com/services/downloads/> or on request from the contractor.
2. The privacy policy may be updated regularly. It is recommended that you check at regular intervals.

XIII. Safekeeping

1. Templates, data, print media and other objects for reuse as well as semi-finished and finished products shall only be stored beyond the delivery date by prior agreement and against special remuneration. The same shall apply to other samples, e.g. folding or processing samples, color samples and print products

from previous orders, regardless of whether these were produced by the Contractor or by third parties.

XIV. Ownership, copyright

1. The items used by the Contractor to produce the contractual product, in particular data, films, lithographs and printing plates, shall remain the property of the Contractor, even if they are invoiced separately, and shall not be delivered.
2. The Client shall be solely liable if rights, in particular copyrights, trademark rights and/or design rights of third parties, are infringed by the execution of its order. The Client shall indemnify the Contractor against all third-party claims, including the costs of reasonable legal action due to such an infringement.

XV. Imprint, References

1. The Contractor may refer to its company in an appropriate manner on the contractual products with the consent of the Client. The Client may only refuse consent if it has an overriding interest in doing so.
2. By submitting the print data, the Client agrees that the Contractor may, at its own expense, make a reasonable number of the products manufactured using this print data available for inspection by third parties for its own purposes as samples for the purpose of self-promotion and as a reference for customer acquisition. The Client shall also grant the Contractor the simple, assignable, worldwide right of use to reproduce the print data and products for the above-mentioned purposes in an appropriate number, in particular to store them on data carriers, make them publicly accessible (e.g. on the Internet), lend them, exhibit them, present them and reproduce them on image or sound carriers. In doing so, the Contractor shall take appropriate account of the confidentiality interests of the Client or third parties and, if necessary, black out individual passages from the printed products.
3. After delivery of the print products, the Contractor may name the Client as a reference customer on its website, to customers and to interested parties.

XVI. Place of performance, place of jurisdiction, applicable law, severability clause

1. The place of performance, also with regard to subsequent performance, and the exclusive place of jurisdiction for all disputes arising from the contractual relationship, including proceedings relating to checks, bills of exchange and documents, shall be the registered office of the Contractor if the Client is a registered trader within the meaning of the German Commercial Code (HGB) or has no general place of jurisdiction in Germany. The contractual relationship shall be governed by German law without the conflict of law rules of private international law and to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
2. Any invalidity of one or more provisions of these GTC shall not affect the validity of the remaining provisions of these GTC and the contract. Ineffective provisions of these GTC and the contract shall be deemed to be replaced by such effective provisions that are suitable for realizing the economic purpose of the omitted provision as far as possible.