

Standard Delivery Terms and Sales Conditions – Laufenberg GmbH

Krueserstrasse 2, 47839 Krefeld (Germany)

§ 1 Validity

(1) All deliveries, services and offers are made solely according to our Standard Delivery Terms and Sales Conditions. They are an integral part of all contracts which we, Laufenberg GmbH (hereinafter called „supplier“) conclude with our contractual partners (hereinafter named „buyer“) concerning offered products and services. They apply to all future deliveries, services and offers made by the supplier even if not expressly agreed again.

(2) Buyer or third party terms of business do not apply, even if the supplier does not explicitly exclude them. Even if the supplier refers to a letter which contains Terms and Conditions of the buyer or a third party this does not mean that the validity of these terms and conditions are accepted.

§ 2 Offers and Conclusions of Contracts

(1) All offers made by the supplier are made subject to change and as non-binding offers, unless they are explicitly marked as binding or unless they contain a defined acceptance period. Orders made by the buyer must be confirmed in writing by the supplier. The acceptance period shall be 14 days from receipt of the order.

(2) The legal relationship between the Contractor and the Customer shall be governed solely by the written delivery contract, including these Standard Delivery Terms and Sales Conditions. The delivery contract and these Standard Delivery Terms and Sales Conditions reflect all agreements made between the contracting parties. Verbal agreements made by the supplier prior to the conclusion of the written contractual agreement are legally non-binding and verbal agreements between the contracting parties are replaced by the written contract, unless it is expressly agreed that verbal agreements are to remain valid. Additions and amendments of the agreement including these Standard Delivery Terms and Sales Conditions must be made in writing to be effective. With the exception of the Managing Directors or the authorized signatories none of the supplier employees are authorized to agree verbally to any deviating agreements. Written communication is sufficient if sent by fax or in text form by email, provided that supplier confirms receipt of email.

(3) Supplier details concerning the delivery (e.g. weight, measurements, utility value, ratings, tolerances, and technical data), descriptions of the same (e. g. drawings and figures) as well as prototypes and sample rolls are only approximate, as long as these details were not required for a contractually agreed purpose or exact compliance was assured by the supplier. They are no guaranteed characteristics of a product, they are descriptions or identification marks of deliveries or services

As a cutting tolerance for paper with a width of

- up to 300 mm a deviation of +/- 2 mm and

- greater than 300 mm a deviation of +/- 5 mm

is to be accepted, unless otherwise agreed in the specifications. The width of the originally packaged goods is decisive.

Customary deviations and deviations, which occur due to legal regulations or represent technical improvements, as well as the replacement of components by equivalent parts, are permissible, as far as they do not affect the usability for the contractually intended purpose.

(4) Print and/or execution templates, prototypes, specifications or samples related to the product or the packaging provided by the supplier to the buyer must be examined by the Customer with regard to all essential and required properties or packaging material or packaging aids for the use of the manufactured product. The Customer shall sign and return the documents as a sign of consent. The Customer shall clearly indicate any corrections requested by it and mark any recognizable defects.

(5) The supplier reserves the right of ownership and copyright on all offers, cost estimations, drawings and pictures, calculations, brochures, catalogues, models, work tools, samples and prototypes and all other documents and support material provided to the buyer. The buyer is not allowed to make these items available to third parties, either as such or in terms of content, disclose them, use them itself or through third parties, or reproduce them without supplier's express consent. On the demand of the supplier all items must be returned to him and any copies made must be destroyed if they are no longer required in the ordinary course of business or should negotiations not lead to a contract.

(6) Layouts, sketches and other preparatory work ordered by the buyer can be invoiced by the supplier even if subsequently the buyer does not place an order with the supplier.

§ 3 Prices and Payment

(1) Prices apply for the scope of delivery and service as listed in the order confirmation. Additional or special services will be invoiced separately. Our prices are quoted in EURO ex works, and do not include packaging, VAT, export customs duty and fees as well as any other public charges.

(2) As far as the agreed prices are based on the list price, and the delivery is planned for more than 4 months after the conclusion of the contract, the suppliers valid list price applies (minus an agreed percentage or defined rebate)

(3) Invoices shall be paid within 14 days of the date of the invoice with no cash discount or within 7 days with 2% cash discount unless otherwise agreed in writing. The date of receipt by the Contractor shall be decisive for the date of payment. Checks shall only be considered as payment after they have been cashed. Bills of exchange shall only be accepted after prior agreement and only on account of performance. If the buyer does not pay the invoice by the due date the outstanding amount will be payable at an interest rate of 8 percent points above the basic interest rate per annum from the due date. The supplier reserves the right to claim higher interest and additional damages in the event of default provided that supplier can proof such interest or damages.

(4) The supplier has the right to assign its receivables against the buyer to a third party.

(5) If the buyer is in default of payment of a receivable, all other receivables against the buyer may be declared due.

(6) The buyer shall bear all fees, costs and expenses incurred in connection with any successful legal action against it outside Germany.

(7) Offsetting against counterclaims by the buyer or the retention of payments due to such claims is only acceptable if the counterclaims are indisputable or legally established.

(8) The supplier is entitled to deliver outstanding deliveries or services only against pre-payment or against a security deposit it becomes aware of circumstances which are likely to substantially reduce the creditworthiness of the buyer and as a result of which payment of the supplier's outstanding claims by the buyer under the respective contractual relationship (including under other individual orders to which the same framework agreement applies) is jeopardized.

§ 4 Deliveries and Delivery time

(1) Deliveries are made ex works.

(2) Supplier delivery dates and deadlines are only approximate dates unless an explicit date or deadline has been agreed. If shipments are agreed all delivery dates and deadlines refer to the point of time at which the goods are handed over to the forwarding agent, freight carrier, or any other third party entrusted with the transport.

(3) The supplier can – without prejudice to its rights arising from buyer's default – demand an extension or a postponement of delivery or performance periods should the buyer not meet his contractual obligation or should buyer not do so on time. If changes to an order are agreed after the order confirmation, the delivery period for the supplier shall be extended accordingly.

(4) The Contractor shall not be liable for impossibility of delivery or for delays in delivery to the extent that these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract or beyond the suppliers control (e.g. operational disruptions of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in obtaining necessary official permits, official measures, pandemic event as e.g. Covid19 or the failure of suppliers to deliver or to deliver correctly or on time) for which the Contractor is not responsible. If such events considerably hinder the supplier in his delivery and these problems are not only of a temporary nature, the buyer is entitled to withdraw from the contract. If difficulties are only temporary the delivery period is lengthened or delayed by the same period of time that the hindrance was experienced plus an appropriate production set up period. If the buyer cannot be expected to accept the delivery due to the delays in the delivery he is allowed to withdraw from the contract if he informs the supplier without delay in writing.

(5) The supplier is only entitled to partial deliveries if:

– a partial delivery can be used by the buyer in the scope of the contractual purpose.

– the delivery of the remaining goods is ensured and

– the buyer is not subject to additional work or additional costs (unless the supplier announces he is willing to bear any additional costs).

(6) If the Contractor is in default with a delivery or service or if a delivery or service becomes impossible for him, for whatever reason, the Contractor's liability for damages shall be limited in accordance with § 8 of these Standard Delivery Terms and Sales Conditions.

§ 5 Place of Performance, Dispatch, Packaging, Passing of the Risk, Acceptance of Delivery

(1) The place of performance for all contractual obligations arising from the contractual relationship is Krefeld – Germany unless otherwise agreed. If the supplier is also responsible for the installation the place of execution is then the place where the installation is to be carried out.

(2) The type of shipment and the packaging are subject to the discretion of the supplier.

(3) The risk shall pass to the Customer at the latest when the delivery item is handed over (whereby the start of the loading process shall be decisive) to the forwarding agent, carrier or other third party designated to carry out the shipment. This applies also to partial deliveries or if additional services have also been assumed by the supplier (e.g. distribution or installation.) If the delay in the shipment is caused by a circumstance occurring due to the buyer then the risk is transferred to the buyer on the day on which the supplier is ready to deliver the goods and has informed the buyer of this.

(4) Storage costs after the passing of the risk shall be borne by the buyer. If stored by the supplier the storage costs amount to 0,25% of the invoice price of the products to be stored per week stored. The right to claim higher storage costs against evidence is reserved.

(5) The shipment will only be insured by the supplier against theft, breakage, transport, fire and water damage or any other insurable risk if specifically requested by the buyer and only at the buyer's expense.

(6) If an acceptance of the delivered goods is required then the goods are considered to have been accepted if:

– the delivery and, if the Contractor is also responsible for the installation, the installation has been completed,

– the supplier has notified the buyer thereof with reference to the deemed acceptance pursuant to this § 5 (6) and has requested the supplier has required the buyer to accept.

– 12 working days have passed since the delivery or installation or the buyer has begun to use the delivered items (e.g. the delivered facility has been put into operation or the delivered products have been used) and in such a case if 6 days have passed since the delivery or installation and,

– if the buyer failed to inform the supplier of any problems within an acceptable period of time or if the problem differs to any problem already communicated to the supplier.

§ 6 Warranty

(1) The supplier warrants exclusively that the products comply with the supplier specifications. The supplier shall neither expressly, impliedly, nor implicitly assume any further warranties with regard to the quality of the contractual products, for the general fitness for use of the products or the suitability for special applications of the buyer and shall also not assume any additional warranties for this resulting from the law or otherwise.

(2) In the event of material defects of the delivered contractual products, the supplier shall first be obliged and entitled to remedy the defect or to make a replacement delivery at its discretion within a reasonable period of time. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the rectification or replacement delivery, the buyer may withdraw from the contract or reasonably reduce the delivery price.

(3) If a defect is caused due to fault of the supplier, the buyer shall be entitled to claim damages and/or reimbursement of expenses under the conditions set out in § 8.

(4) The warranty period shall be 6 months from delivery. The supplier points out that due to their nature the products manufactured by him should normally be processed within a period of 3 months after delivery. Failure to observe the supplier's storage instructions may result in defects in the contractual products for which the supplier is not responsible

(5) The delivered products are to be examined thoroughly and without delay after delivery to the buyer or to the third party designated by the buyer. The examination must cover all essential and demanded features required for the use of the products. The products are considered to have been accepted if the supplier does not receive a notice of defects within 7 working days after delivery of the products with regard to obvious defects or other defects which were recognizable during an immediate, careful inspection or otherwise within seven working days after the discovery of the defect or the point in time at which the defect was recognizable for the buyer during normal use of the product. A claim must be made as defined in § 2 (2) S. 6 The obligation of the buyer to examine the delivered products also applies to samples/specimen. If specific samples of the products are enclosed with the delivery for inspecting for defects (both visible and hidden) then the buyer must examine these samples/specimen and report any defects to the supplier within 7 days. If requested by the supplier the delivery shall be returned to the supplier carriage paid. If the claimed defects are legitimate the supplier will reimburse the buyer of any transport costs up to an amount of the least expensive dispatch route; this does not apply if transport costs are higher because the delivery was not at the contractually agreed place.

(6) Excess or short deliveries which deviate from the order in weight and/or area cannot be avoided in the production process. They do not represent poor performance or defects if within the following parameters

- up to 99 kg or 999 m² +/- 50%

- from 100 – 999 kg or 1.000 m² - 9.999 m² +/- 30%

- from 1.000 kg – 4.999 kg or 10.000 – 59.999 m² +/- 20%

- more than 5.000 kg or more than 60.000 m² +/- 15% In the case of excess or short deliveries the actual quantity of the delivered product will be invoiced.

(7) In the event of defects in components from other manufacturers which the Contractor cannot remedy for licensing or actual reasons, the Contractor shall, at its discretion, assert its warranty claims against the manufacturers and suppliers for the account of the Customer or assign them to the Customer. Warranty claims against the Contractor shall only exist in the case of such defects under the other conditions and in accordance with these General Terms and Conditions of Delivery if the legal enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, for example due to insolvency. For the duration of the legal dispute, the limitation period for the relevant warranty claims of the Customer against the Contractor shall be suspended.

(8) The warranty shall not apply if the buyer modifies the contractual products or has them modified by third parties without the supplier's consent and remedy of defects is thereby rendered impossible or unreasonably difficult. In any case, the buyer shall bear the additional costs of remedying the defect resulting from the modification..

(9) In case of toll manufacturing ("Lohnfertigung") by the supplier for the buyer, the supplier accepts no responsibility for defects of any preliminary products delivered to him by the buyer or at the request of the buyer.

(10) Any delivery of used items agreed with the buyer in individual cases shall be made under the exclusion of any warranty.

(11) Insofar as the supplier is commissioned to produce sample rolls, its warranty shall be limited to compliance with the agreed or promised specification. The buyer is responsible to check and verify the suitability of the products for long-term functions.

§ 7 Industrial Property Rights

(1) In accordance with this § 7 the supplier is responsible to ensure that his delivered products do not affect the industrial property rights or trademark rights of third parties. Each contract partner will inform the other partner in writing without delay if claims are asserted against it due to the infringement of such rights.

(2) Should a product infringe on any industrial property rights or copyrights of a third party, the supplier shall, at its option and at its expense, modify or replace the delivery item in such a way that no third party rights are infringed any more, but the delivery item continues to fulfill the contractually agreed functions, or procure the right of use for the buyer by concluding a license agreement. If he does not succeed in doing so within a reasonable period of time, the buyer shall be entitled to rescind the contract or to reduce the delivery price appropriately. Any claims for damages by the buyer shall be subject to the limitations of § 8 of these Standard Terms and Conditions of Delivery.

(3) In the event of infringements of rights by products of other manufacturers supplied by the supplier,

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the supplier shall, at its discretion, assert its claims against the manufacturers and upstream suppliers for the account of the buyer or assign them to the buyer. Claims against the supplier shall only exist in these cases in accordance with this § 7 if the judicial enforcement of the aforementioned claims against the manufacturers and upstream suppliers was unsuccessful or is futile, for example due to insolvency.

§ 8 Liability and Compensation due to Default

(1) The liability of the supplier for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contractual negotiations and tort, shall be limited in accordance with this § 8, insofar as fault is required.

(2) The supplier is not liable for

a) slight negligence by the managerial board, by legal representatives, employees or other vicarious agents.

b) gross negligence of his its non-executive employees or other vicarious agents, insofar as this does not involve a breach of material contractual obligations. Material contractual obligations are the obligation to deliver and install the products in good time and free of defects as well as obligations to provide advice, protection and care which are intended to enable the buyer to use the delivery item in accordance with the contract or which are intended to protect the life and limb of the buyer's personnel or third parties or the buyer's property from significant damage.

(3) Insofar as the supplier is liable on the merits for damages pursuant to § 8 (2), this liability shall be limited to damages which the supplier foresaw as a possible consequence of a breach of contract at the time of the conclusion of the contract or which it should have foreseen taking into account the circumstances which were known to it, which it should have known or which it should have foreseen if it had exercised due care. Indirect damage and consequential damage which are the result of defects in the delivered product are also only eligible for compensation insofar as such damage is typically to be expected when the delivery item is used as intended.

(4) In the event of liability for simple negligence, the suppliers liability to pay compensation for damage and/or expenses shall be limited to the sum of the individual order per damaging event, also in case of a breach of material contractual obligations.

(5) The previous exclusions and limitations of liability apply on the same extent in favour for the managerial board, legal representatives, employees and any other vicarious agents of the supplier.

(6) Insofar as the supplier provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by him, this shall be done free of charge and to the exclusion of any liability.

(7) The restrictions of this § 8 (1) - (7) do not apply to the liability of the supplier due to intentional conduct, for guaranteed product characteristics, due to injury to life, body or health, fraud or according to the Product Liability Act.

(8) Liability for damages under Sec. 5 Product Liability Act is limited to 5 Mio € per liability case.

§ 9 Reservation of Title

(1) The retention of title agreed below shall serve to secure all respectively existing current and future claims of the supplier against the buyer arising from the supply relationship existing between the contracting parties concerning siliconized paper and films (including payment balance requests on a current account limited to this supply relationship).

(2) All products delivered to the buyer remain the property of the supplier until complete payment of all secured claims has been made. All goods to which the retention of title applies will now be referred to as reserved property.

(3) The buyer stores products which are considered to be reserved property free of charge for the supplier.

(4) The buyer may use and process the reserved property in his ordinary business processes (paragraph 9). The buyer is not entitled to pledge or assign the reserved property as a security.

(5) Should the reserved property be processed by the buyer it is agreed that this happens in the name and for account of the supplier as manufacturer and that the supplier acquires ownership in the new products or co-ownership in the new products the ratio of the value of the reserved goods to the value of the newly created item. Should there be no acquisition of property by the supplier in the above mentioned manner the buyer transfers his future ownership or co-ownership of the new products as a security to the supplier. If the reserved property is processed in such a way that it can no longer be separated from the newly produced product then the buyer transfers his co-ownership (as long as the main part of the product belongs to him) in proportion to the value of the reserved property to the supplier.

(6) In case of resale of the reserved property the buyer assigns the resulting claims against the purchaser of the reserved property or in case of co-ownership his share of co-ownership to the supplier. The same applies to other receivables that are connected to the reserved property (i.e. insurance claims or claims in tort in the event of loss or destruction). The buyer authorizes the supplier revocably to collect the assigned receivables in his own name and to his own account. The buyer may only revoke this collection authorization in the event of liquidation.

(7) If third parties gain access to the reserved goods, in particular by seizure, the buyer shall immediately inform them of the supplier's ownership and inform the supplier thereof in order to enable the supplier to enforce its ownership rights. If the third party is not in a position to reimburse the supplier for the judicial or extrajudicial costs incurred in this connection, the buyer shall be liable to the supplier for these costs.

(8) The supplier will release to him assigned rights on demand at his own choice if the value of the secured rights will exceed the value of the reserved property by more than 50 %.

(9) Should the supplier withdraw from a contract due to a breach of contract on behalf of the buyer, particularly with regard to delayed payment, then he is entitled to demand the return of his reserved property.

§ 10 Other Provisions

(1) In addition to these Standard Delivery Terms and Sales Conditions, our Code of Conduct, available at <https://laufenberg.info/unternehmen/code-of-conduct/>, constitutes an essential basis for our actions. As our customer, you are equally committed to the lawful, ethical and sustainable market Act and assist us in implementing the principles of the Code of Conduct.

(2) The supplier reserves the right to attach company texts, company logo, or company identification number to all deliveries in line with corresponding regulations.

§ 11 Final Provisions

(1) The place of jurisdiction for any disputes arising from the business relationship between the supplier and the buyer is, at the supplier's option, Krefeld, or the registered office of the buyer. For any legal proceedings against the supplier the exclusive court of jurisdiction is Krefeld. Mandatory statutory provisions concerning exclusive places of jurisdiction remain unaffected by this regulation.

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

(3) Insofar as the contract or these Standard Terms and Conditions of Delivery contain regulatory gaps, those legally effective regulations shall be deemed to have been agreed to fill these gaps which the contractual partners would have agreed to in accordance with the economic objectives of the contract and the purpose of these Standard Terms and Conditions of Delivery if they had known about the regulatory gap.

(4) We process your personal data in accordance with the General Data Protection Regulation. For more details please visit our privacy policy at www.laufenberg.info/datenschutz.

Your personal data is transmitted voluntarily by you (Article 6 (1) (b) DSGVO). We will not disclose your personal data to third parties unless it is necessary for processing and execution of your order, e.g. required for returns. If your data is no longer required to carry out our business relationship, it will be deleted, unless compulsory legal requirements, such as tax retention periods, prevent deletion. In these cases, we will delete your data after expiry of the respective deadlines. You agree to the collection, storage and processing for the above purpose. You can revoke your consent at any time with effect for the future. Please send your revocation to Laufenberg GmbH, Krüserstr. 2, 47839 Krefeld, Data Protection Officer: Ralf Wermelskirchen, r.wermelskirchen@laufenberg.info. Upon receipt of revocation, your data

will be deleted unless compulsory legal requirements, such as tax retention periods, prevent deletion. In these cases, your date will be deleted after expiry of the respective deadlines. Detailed information on your rights under the Data Protection Regulation can be found at www.laufenberg.info/datenschutz.

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Applicable Version:

Our Standard Delivery Terms and Sales Conditions are drawn up in German and English. In case of deviations of the two versions or disputes about interpretation of an English clause, the German version (Allgemeine Lieferbedingungen der Laufenberg GmbH) shall prevail.