

## General Sales Conditions of Robos GmbH & Co. KG

### § 1 Scope of application

- (1) The present General Sales Conditions (in the following "GSC") shall apply for all our business relations with our customers (in the following "customer(s)").
- (2) Our GSC shall only apply if the customer is an entrepreneur (in accordance with §14 of German Civil Code), legal entity under public law or a special fund under public law.
- (3) GSC in particular apply to contracts about the disposition and/or delivery of movable goods (in the following "goods") irrespective of whether we manufacture the goods ourselves or purchase them from subcontractors (§§ 433, 650 of German Civil Code).
- (4) Our GSC shall apply exclusively. Deviating, contrary or supplementary General Terms and Conditions of the customer become a part of the contract only and insofar as we have explicitly confirmed their application. This consent requirement applies at all times, for example even when we complete the delivery to the customer without reservation being aware of the General Terms and Conditions of the customer.
- (5) In an individual case any individual agreements concluded with the customer (including subsidiary agreements, supplements and changes) always prevail these GSC. For the content of these agreements, reserving the contradictory proof, a written contract or our written consent is decisive. The written form is also reserved via email or telefax. Our silence about offers, requests or other explanations of our purchaser only applies as a consent if this was explicitly agreed upon in written form.
- (6) Legally relevant explanations and requests by the customer regarding the contract (e.g. deadlines, notices of defect, revocation or reductions) must be made in writing, this means in written or text form (e.g. via letter, email, telefax). Statutory provisions and further proofs, especially when doubting the legitimation of the declaring party, remain unaffected.
- (7) References to the validity of statutory provisions have only an explanatory meaning. Hence even without this type of clarification the statutory provisions apply as long as they are not amended directly or excluded explicitly in this GSC.

### § 2 Offers and orders

- (1) Our offers are non-binding and subject to change.
- (2) The order of the goods by the customer is deemed as a binding contract offer. When the customer receives from us a confirmation of receipt to his order, this conformation does not represent the binding acceptance of the order, but solely documents that the order has been received by us. A binding acceptance of the order only occurs with our order confirmation or by the execution of the order. Insofar as nothing contrary is stipulated in the order, we are entitled to accept the contract offer of the customer within two weeks after the receipt by us.
- (3) We reserve the ownership and/or all usage rights for all offers and quotations made by us as well as for sample proofs, print samples, illustrations, calculations, brochures, catalogues and other documents provided to the customer. Without our explicit consent the customer may not provide these documents or their contents to a third party, make them public, use them himself or by third parties, allow to use or duplicate them. Upon our demand he is obliged to issue the complete documents to us if they are no longer required by him for the proper course of business or when negotiations do not result in the conclusion of a contract. Any copies the customer may have made thereof are to be destroyed in this case; this excludes only the storage under the statutory storage obligation as well as data storage for backup purposes in the usual course of data backup.
- (4) Insofar not agreed upon differently in an individual case we reserve the right to place our company text and/or our company logotype onto the goods as well as onto the deliveries and/or packaging of all kinds.

### § 3 Our prices

- (1) The prices in our offer or our order confirmation are only valid with reservation that the order data, which the offer is based on, remain unchanged.
- (2) Based on our usual cost rate, we can additionally charge the customer with expenses occurring as a result from the subsequent changes by the customer. This includes also possibly required expenses for the change or new publication of drafts, outlines, test prints, samples and tools as well as possible machine downtime caused by the change.
- (3) Expenses exceeding the scope of the order, for example for not inclusive or additional drafts, outlines, specimen typesetting, test prints, galley proofs, as well as printing data delivered/transmitted for the changes and similar preparatory work performed upon customer's request, will be charged additionally based on our usual cost rate.
- (4) Unless otherwise agreed upon in an individual case, our prices are ex works; they do not include packaging, freight, postal charges, insurance and further shipping costs, for export deliveries custom duty as well as fees and public charges.
- (5) The statutory VAT is not included in the pricing and we be designated separately in the statutorily applicable amount on the day of invoicing.

### § 4 Specifications and informational duties by the customer, printing data

- (1) Specifications by the customer like for example illustrations, manuscripts, models, samples, printing and stamping templates, raw materials, (printing) data including data medium and other items (in the following "provisions"), which will be provided to us by customer or by a third party engaged by the customer, are not subject to any examination by us. This shall not apply to obviously not processible or not legible provisions.
- (2) The customer shall provide us with all essential information and details necessary to prepare the quotation prior to the creation of the quotation, especially the planned use and application in detail. This concerns inter alia ribbons used by the customer for subsequent inscriptions with thermal transfer printing, sufficiently detailed technical drawings for die-cuts, the type and scope of a sampling, the type of the substrate to be adhered on as well as the prevalent temperature range. In orders with variable data the customer has to inform us additionally, if any skips or excess production or interruptions deviating from the desired amount per role are allowed or not. Further requirements and specifications hereto can be found in our "important information" (accessible via <https://www.robos-labels.com/service/downloadcenter>).
- (3) If the requirements for the specifications by customer deviate from our quotation, we

- reserve the right to adjust the construction and calculation of the article to the new requirements of the customer and to make a new quotation. Depending on the type and scope of changes this can affect the price, availability and the delivery time.
- (4) Printing data must comply with the technical standards of the printing industry as well as with our "information about creating printing data" (accessible via <https://www.robos-labels.com/service/downloadcenter>).
  - (5) Due to automated processes we cannot proofread the printing data of customer and are not obliged hereto, unless this has been explicitly agreed upon in writing. The customer is responsible for the correctness of the printing data and their transmission to us.
  - (6) If we give a customer an opportunity to upload printing data to our customer portal (in the following "portal") himself, we will send a corresponding portal link to the customer. We will archive the data uploaded via this link by the customer for the respective printing order. The customer receives an automatically generated email with data received by us. He is obliged to check the data uploaded by him for complete and correct transmission and release them (comp. § 7 para. 1, release by the customer).
  - (7) For the data transmission the customer shall apply the respective virus protection programs that comply with the latest technical standards before the data is transmitted.
  - (8) The data backup is the sole responsibility of the customer. We are entitled to make copies of the data for the fulfilment of our services. The data and media of the customer will be archived beyond the point of goods transfer to the customer only following the explicit agreement and for additional costs.

### § 5 Rights of a third party on the provisions of the customer

- (1) For the provisions the customer warrants towards us that they are free from the rights of the third party. The customer solely is responsible for the examination of the copy-right.
- (2) In the event of any claim towards us based on the impingement of the rights of a third party the customer completely indemnifies us from all claims of a third party including the expenses for legal defense and prosecution.
- (3) In case of a third party exercising the rights regarding the provisions of the customer we may interrupt or temporarily stop the affected production and/or delivery until the clarification of the legal situation by the customer. Any further claims by us remain unaffected.
- (4) Preceding paragraph 3 also applies when we have a reasonable ground that the provisions by the customer infringe the rights of a third party and the customer could not remove this ground immediately upon our request.

### § 6 Intermediate goods and manufacturing equipment

- (1) We acquire the property and/or all usage rights for all intermediate goods and/or manufacturing equipment like illustrations, images, presentations, calculations, application instructions and other documents as well as (die cutting) tools, templates, samples, models, software and other items (in the following "production means") which we manufacture for the completion of the order by the customer or let manufacture by a third party.
- (2) Paragraph 1 also applies when we (partially) invoice the customer for the production means. In this case though we will store the production means for at least two years after the delivery of the last goods manufactured with the production means for the customer for the possible subsequent orders by the customer. Following that we are entitled to dispose the production means without entitling the customer to claim for reimbursement. The same shall apply when a production mean has reached the end of its service life or cannot be used for other reasons, for example because a machine that the production mean was constructed for has reached the end of its service life or has been replaced by us for different reasons.
- (3) The customer is not entitled to claim the reuse of the production mean manufactured for the execution of his order for subsequent orders even if we invoice him (partially) for the manufacturing costs. Furthermore, we are not obliged to maintain or repair the production means.
- (4) In addition, in commercial transactions the trade practices of the printing industry shall apply (for example no obligation to surrender intermediates like data, lithographs, printing plates, die-cutting tools, which will be created for the manufacturing of the owed end product) unless a deviating order has been placed.

### § 7 Release by the customer and change requests

- (1) The customer must examine the pre-products and intermediates like for example galley proofs and preprints in each and every case. We are not liable for the mistakes overseen by the customer insofar as those do not belong to the mistakes which have occurred or could have only been recognized in the manufacturing process which immediately follows the print release. The same shall apply for all other release declarations by the customer.
- (2) Change requests by the customer must be made in text form (email) or via our portal. Regarding the expenses § 3 para. 2 shall apply.

### § 8 Delivery and delivery time

- (1) Unless explicitly agreed upon otherwise, our deliveries are ex-works (place of performance). Upon request and at the expenses of the customer we ship the goods to a different destination. Unless agreed upon differently, we are entitled to decide on the kind of shipping (in particular shipping company, routing and packaging).
- (2) During the transportation the goods can be insured on customer's invoice.
- (3) We are entitled to partial deliveries or partial performances provided it is reasonable for the customer. This can be assumed if the partial delivery or the partial performance is applicable for the customer within the frame of the contractual intended use, the delivery of the remaining ordered goods is secured and thereby no significant additional work or expenses incur for the customer (unless we declare the willingness to accept these expenses).
- (4) Delivery time and delivery dates will be agreed upon individually or stated by us in the order confirmation after the examination of material availability.

- (5) Insofar as a shipping has been agreed upon, the delivery time and delivery dates refer to the moment of transfer to the forwarder, freight carrier or any other third party commissioned with the shipping.
- (6) We are entitled to – notwithstanding our rights resulting from the customer's default – claim from the customer a prolongation of delivery- and performance period or a postponement of delivery and performance by the period of time for which the customer fails to meet his contractual obligations towards us (e.g. when not fulfilling the cooperative actions in due time, especially releases by the customer).
- (7) We will inform the customer about any performance delays immediately following our acknowledgement. We shall be not liable for the impossibility of delivery or delay in delivery insofar as they are caused by force majeure or other events not foreseeable at the time of the conclusion of a contract which we are not responsible for (e.g. breakdowns of all kinds, complications in material- and energy supply, transportation delay, strikes, legal lockouts, shortage of manpower, energy or raw materials, difficulties in acquiring necessary permissions from the authorities, official measures). Insofar as those events make the delivery or performance significantly harder or impossible and the obstruction is not only of a temporary duration, we are entitled to withdraw from a contract. For the obstructions which are of temporary duration the delivery or performance time postpones for the duration of delay plus appropriate start-up time. If it is not reasonable for the customer to accept the delivery or performance due to the delay, he can withdraw from the contract by immediate written explanation to us.
- (8) As a case of non-availability of the performance in the sense of the preceding para. 6 is also regarded the untimely self-delivery by our supplier, when we have concluded congruent covering transaction, neither we nor our supplier are at fault or we are not obliged to the purchase in an individual case. We will inform our customer immediately about the delay in the availability of the goods and in case of a withdrawal we will immediately refund the customer with the equivalent service.
- (9) Our statutory rights, especially based on the exclusion of performance obligation (e.g. based on the impossibility or unreasonableness of the performance and/or supplementary performance), remain unaffected.
- (10) The occurrence of our delivery delay is determined by the statutory regulations. However, a reminder from the customer is necessary in every case.
- (11) For any possible customer's claims for compensations or reimbursements of expenses incurred in vain, in case of the delay in delivery or the performance impossibility the regulations of § 13 shall apply.

#### § 9 Transfer of risk, acceptance and default of acceptance

- (1) The risk of accidental destruction and accidental deterioration of the goods transfers to the customer at the latest with the handing over of the goods to him. In case of shipment purchase the risk of accidental destruction and accidental deterioration of the goods as well as risk of delay transfers to the customer with the handing over of the goods to the forwarder, carrier or any other third party assigned to the transport. This also applies for partial deliveries. The default of acceptance by customer equals to the handover.
- (2) If an acceptance has been agreed upon, then it is essential for the risk transfer. In other respects the statutory provisions of law of contract for work and labor also apply for the acceptance.
- (3) The default of acceptance by customer equals to the handover or/and acceptance.
- (4) If the customer is in default of acceptance or violates culpably any other obligations of cooperation, then we are entitled to demand compensation in this respect for damages incurred to us including possible additional expenses, e.g. storage costs. Any further claims by us or our rights remain unaffected.

#### § 10 Payment conditions, default of payment and right of retention of the provisions

- (1) Unless explicitly agreed otherwise, the payment is due immediately after the receipt of the invoice without any deductions.
- (2) The invoice will be issued on the date of delivery, partial delivery or readiness for delivery (collectable debt, default of acceptance).
- (3) Discounts and/or reductions require an explicit agreement. A possible discount agreement does not apply to freight, postage, insurance or other shipping costs as well as to customs duties and charges.
- (4) In case of default of payment the customer has to pay the default interest at a rate of 9 (nine) per cent above the respective base interest rate per annum. Moreover, we can charge a fixed rate of EUR 40 (forty). We reserve the right for the application of higher interest rate and/or claims for any further damage. The fixed rate per second sentence shall be deducted from the indemnity insofar as the damage is justified in costs of prosecution. Any possible claims for maturity interest, especially towards traders in accordance with § 353 of German Commercial Code (HGB), remain unaffected.
- (5) If the fulfilment of the payment claim is endangered due to deterioration of the customer's financial situation which incurred after the conclusion of the contract, then we may demand prepayment, retain the yet undelivered goods as well as cease all further work. We are also entitled to these rights if the customer is in default with the payment for contractual deliveries based on the same legal relationship. § 321 para. of German Civil Code (BGB) remains unaffected. For contracts for the manufacturing of specific items (products made to specification) we can declare a withdrawal immediately; the statutory regulations regarding the dispensability of setting a grace time remain unaffected.
- (6) The customer can only set off an undisputed or legally binding claim or enforce the right of retention. This does not apply to customer's possible claims for completion or correction costs.
- (7) We are entitled to the right of retention of the provisions delivered by the customer in accordance with § 369 of German Commercial Code until the complete fulfilment of all due claims resulting from the business relationship.

#### § 11 Reservation of title

- (1) We reserve the title of the delivered goods until the receipt of the complete payment from purchase contract and the current business relation with the customer.
- (2) The goods subject to the reservation of title can be neither pledged nor assigned as a security to a third party prior to the complete payment of the secured claims. The cus-

tomers must inform us immediately in writing when the initiation of bankruptcy has been applied for or insofar as a third party accesses the goods belonging to us (e.g. pledges).

- (3) In the event of the breach of the contract by the customer, in particular of nonpayment of the due purchase price, we are entitled to the right to withdraw from the contract in accordance with the statutory regulations or/and demand the return of the goods based on the reservation of title. The demand of the return does not contain the declaration of a withdrawal; we shall rather be entitled to claim the return of the goods and to reserve the right to withdrawal. If the customer fails to pay the due purchase price, we are entitled to execute these rights only after unsuccessful setting of a reasonable period of time for the payment or when the setting of such a period is not necessary in accordance with statutory regulations.
- (4) The customer is entitled to resell the goods subject to the reservation of title in the ordinary course of business; hereby he already assigns to us all claims to the final amount of the invoice (including VAT), which arise from his reselling to his customers or third parties, irrespective of whether the goods have been resold without or after processing. We accept the assignment. The obligations of a purchaser stated in para. 2 also apply in regard to the assigned claims. The customer also remains entitled to collect the claims after the assignment. Our authorization to collect the receivables ourselves remains unaffected therefrom. However, we are obliged not to collect the claims as long as the customer fulfils his payment obligations from the received revenues, does not delay the payments and, in particular, there is no application for the initiation of bankruptcy or the payments have not been suspended. If, however, this is the case, we can request that the customer informs us about the assigned claims and their debtors, provides all information required for the collection, hands over the relevant documents and notifies the debtors (third parties) about the assignment. Moreover, we are entitled to revoke the entitlement of the purchaser to resell and process the goods subject to the reservation of title.
- (5) The processing, mixing, or combination of the goods by customer happens always on our behalf. If the goods will be processed, mixed or combined with other items not belonging to us, we acquire co-ownership of the new objects at the ratio of the value of the goods (final invoice amount including VAT) to the other processed, mixed or combined objects at the time of processing, mixing or combination. The customer stores the new objects on our behalf. The same conditions which apply to the goods delivered under reservation of title shall apply to the processed, mixed or combined object.
- (6) We undertake to release securities we are entitled to at the customer's request insofar as the value of our securities exceeds the claims to be secured by 10%; the choice of the securities to be released is our responsibility.

#### § 12 Defect rights

- (1) For the rights of customer in case of quality- and title defects (including false and short delivery as well as improper assembly or a deficient assembly manual) the statutory provisions apply unless agreed otherwise in the following. In all cases the special statutory provisions on the final delivery of the unprocessed goods to a consumer even in case he processed them remain unaffected (supplier recourse in accordance with § 478 of German Civil Code). The claims from supplier recourse are excluded if the defective goods have been processed by the customer or other entrepreneur e.g. by application to another product.
- (2) The basis for our liability for defects is primarily the agreement made about the quality of the goods. As an agreement about the quality of the goods shall apply the separate statements in our orders, corrections, technical data sheets and additionally the product descriptions and manufacturer specifications, which are the subject of an individual contract or were made public by us (especially in product brochures or on our internet homepage) at the moment of the contract conclusion. Here the following shall apply:
  - (a) For colored reproductions in all manufacturing methods the minor deviations from the original are not a subject for complaint. The same shall apply for the comparison of other templates (e.g. digital proofs, press proofs) and the end product.
  - (b) Generally, the ordered quantity will be delivered. However, the customer is obliged to accept the short or excess delivery of the ordered quantity up to 10% due to production processes as contractually approved, whereas the total price rises or reduces in per cent accordingly. For complicated color prints and special productions the percentage shall increase to 15%.
- (3) Insofar as the quality has not been agreed upon, it shall be evaluated in the accordance with statutory regulation whether there is a defect or not (§ 434 para. 1 sentence 2 and 3 of German Civil Code). We are not liable for the public statements by the manufacturer or other third parties (e.g. advertising statements), which the customer has not indicated to us as a crucial factor for his purchasing decision.
- (4) We are generally not liable for defects, which the purchaser knows at the conclusion of contract or has a gross negligent lack of knowledge (§ 442 of German Civil Code).
- (5) The claims for defects by the customer are only valid if the customer has properly met his duties of examination and reprimand in accordance with § 377 of German Commercial Code (HGB). For goods which will be subsequently inscribed or further processed, in each case the examination must take place immediately before processing. If the defect will be recognized at the delivery, during the inspection or at any other later point of time, we must be notified about it in writing immediately. In each case any obvious defects must be reported in writing within 5 (five) working days from delivery and the defects non-detectable at the inspection must be reported in writing within the same period of time starting with the detection. If the customer fails to meet his duties of examination and defect notice, our liability for the not reported or not timely reported or not correctly indicated defects is excluded in accordance with statutory regulations.
- (6) If the delivered goods are defective, we can choose whether to provide supplementary performance either by remedying the defect (rectification) or by supplying the item free from defects (replacement). Our right to refuse the supplementary performance under the statutory requirements remains unaffected.
- (7) If a part of the delivered goods is defective, the customer is not entitled to object the complete delivery unless the partial delivery is of no interest to the customer.

- (8) We are entitled to make the supplementary performance dependent on the fulfilment of the due payment by the customer. However, the customer is entitled to retain a reasonable share of the price in relation to the given defect.
- (9) The customer has the duty to give us the time and occasion for the owed supplementary performance, especially to hand over the defective goods for inspection reasons. In case of replacement delivery, he has to return the defective goods to us in accordance with statutory regulations.
- (10) The supplementary performance does not include disassembly or reinstallation of the defective item when initially we were not obliged to perform the installation.
- (11) The expenses which are necessary for the inspection and supplementary performance, in particular the costs for transportation, route, work and material shall be borne by us in accordance with statutory provisions if the defect actually exists.
- (12) If the customer's claim for repair turns out to be unjustified (in the following "pseudo-defect"), we may request the customer for the replacement of the arising expenses, unless the customer could not realize the pseudo-defect even applying the required diligence.
- (13) If the supplementary replacement fails or the reasonable period of time for the replacement which has to be set by the customer expires without success or the setting of such a period is not necessary in accordance with statutory regulations, the customer can choose either to demand for reduction or to withdraw from the contract in accordance with legal regulations. For the minor defect the right to withdrawal does not apply.
- (14) The claims for damage or for the reimbursement of futile expenses by the customer apply for defects as well only in accordance with § 13 and are excluded otherwise.

#### **§ 13 Further liability**

- (1) Unless otherwise stated in these GSC including the following regulations, we are liable in case of a breach of contractual and non-contractual duties in accordance with statutory regulations.
- (2) We are liable for claims for compensations - irrespective of the legal reason - within the frame of the fault-based liability in case of intention or gross negligence. In cases of minor negligence we are liable, our liability is subject to statutory limitations (e.g. diligence in own affairs, insignificant breach of duty), only
  - (a) for damages resulting from injury to life, body or health,
  - (b) for damages resulting from the violation of the essential contractual obligation (obligations, only the fulfillment of which makes the proper execution of the contract possible and the customer relies and may rely on this obligation on regular bases); however, in this case our liability is limited to the replacement of the contract-typical, predictable damage.
- (3) The limitations of liability resulting from para. 2 also apply to third parties as well as for breaches of duty by any person (also for their benefit), whose fault we are liable for in accordance with statutory regulations. They do not apply if a defect is concealed fraudulently or a guarantee for the properties of the goods has been assumed and for the claims of the customer based on German Product Liability Act.
- (4) The customer can only withdraw or terminate due to the breach of duty, which does not consist of a defect, if we are liable for the breach of duty. The free right of termination of customer (in particular in accordance with §§ 650, 648 of German Civil Code) is excluded. In other respects the statutory requirements and legal consequences apply.

#### **§ 14 Statute of limitation**

- (1) Deviating from § 438 para. 1 no. 3 of German Civil Code, the limitation period for claims arising out of defects of goods or defects of title is one year starting with the handover of goods. If an acceptance has been agreed upon, the limitation period begins with the acceptance.
- (2) If the goods are a building or an item which has been used for a building in its typical way of application and has caused its defectiveness (building material), the limitation period in accordance with statutory regulation is 5 years starting with handover (§ 438 para. 1 no. 2 of German Civil Code). Further statutory special regulation for limitation period also remain unaffected (esp. § 438 para. 1 no. 1, para. 3, §§ 444, 445b of German Civil Code).
- (3) The preceding limitation periods of purchase right apply accordingly for the contractual and non-contractual claims by the customer which are based on the defect of goods unless the application of the regular legal limitation period (§§ 195, 199 of German Civil Code) would lead to a shorter limitation period in an individual case. Other claims in accordance with § 13 para. 2 sentences 1 and 2(a) and in accordance with the product liability law become statute-barred exclusively, in accordance with statutory limitation period.

#### **§ 15 Final regulations**

- (1) The relations between us and the customer is solely subject to the law of the Federal Republic of Germany excluding the unified international law, especially the UN purchasing law.
- (2) If the customer is a merchant in terms of Commercial Code, a legal entity under public law or a special fund under public law, for all disputes resulting from contractual relation is the exclusive - also the international - place of jurisdiction our place of business in Kornwestheim. The same applies, if the supplier is an entrepreneur in terms of § 14 of German Civil Code. In all cases we are also entitled to bring an action in the place of performance of the delivery obligation in accordance with these GSC or with primary individual agreement, or in the general place of jurisdiction of the customer. Primary statutory provisions, especially regarding the exclusive jurisdiction, remain unaffected.
- (3) If any individual regulations of these GSC are or become invalid, it does not affect the validity of the other regulations.

As of: 18. August 2021