

## I. Scope and Incorporation

1. Our TCB shall only apply towards customers that are businesses in the sense of sections 14 and 310 of the German Civil Code and shall apply exclusively. Conflicting or deviating Conditions of our customer or other reservations made by our customer at the time of the formation of the contract, shall be effective only if expressly agreed upon in written form.
2. Our TCB apply exclusively and also on all future contractual relations with our customer, even if not agreed upon their applicability expressly.
3. Our TCB shall apply on all business relationships with any of these companies: Packservice PS Marketing GmbH, Packservice PS Karlsruhe GmbH, Packservice PS Süd GmbH, Packservice PS Textil & Logistik GmbH, Packservice PS Medien & Logistik GmbH, Packservice PS Kosmetik & Logistik GmbH, Packservice PS Consulting GmbH and Packservice GmbH PS Wien. These companies are limited liability companies under the laws of Germany, except Packservice GmbH PS Wien, which is a limited liability company under the laws of Austria.

## II. Written Form, E-Mail, Power of Employees and Delivery Persons

1. Additional or other clauses or provisions, representations or changes have to be made in written form or signed with a qualified electronic signature according to the German Electronic Signature Act (ESA) unless they are not made at the time of the formation of the contract.
2. Our employees are not authorized to make oral representations in the course of the formation of the contract or agree orally upon additional clauses or amendments of the contract with our customer unless their authorization hereto is prescribed by law. Such representations, additional clauses, or amendments of contracts made by employees have to be in written form or signed with a qualified electronic signature according to the ESA unless they are not made at the time of the formation of the contract.

## III. Commitment to Offers, Specifications, Deviations from Specifications

1. We shall revoke our offers until their acceptance unless we designate them as binding.
2. In the case the customer's order is an offer in the sense of section 145 of the German Civil Code, we may accept such offer within twelve working days by sending or handing over a written acknowledgement or an acknowledgement signed with a qualified electronic signature according to the ESA. We are bound to our binding offers for 12 working days as well.
3. Product or service characteristics mentioned on our website, applicable catalogues or similar materials are not binding, unless such characteristics were agreed upon with the customer or the customer relies on them legitimately due to public utterance.
4. Deviations from product or service characteristics agreed upon shall be deemed according to the contract if the deviation reasonably has to be accepted by the customer, or does not or not substantially reduce the suitability of the product or service for the contractually presupposed use, unless we represented the missing characteristic or could realize that it was of major importance for the customer, or its absence is endangering the sense of the agreement. Notwithstanding the validity of the said exceptions, the compliance with the actual quality standards of the paper, cardboard and paint industry, if deviating from the agreed upon characteristics of the product or service, are deemed to be reasonably acceptable to the customer and not substantially reducing the suitability of the product or service for the contractually presupposed use.
5. Packservice Group herewith informs its customers that there may be deviations concerning the quantity agreed upon, and, due to the specific character of material and process, deviations from the agreed upon characteristics concerning papers, cardboards, and paint. With quantities below 500 Kg, such deviations in quantity or quality may be significantly higher than with larger quantities.

## IV. Prices, Payment, Default of Payment, Right of Retention or Offset

1. All prices are net prices ex works, without transport, transport packaging or insurance, payable without any deduction or discount.
2. Our prices are binding according to below standing para. III. 3.
3. We may increase the prices agreed upon in the scope of market prices if, 4 weeks or more after the formation of the contract, our costs increase, especially due to increases of cost of materials or bottlenecks in the supply markets. However, if, 4 weeks or more after the formation of the contract, our costs decrease, especially due to decreases of cost of materials or improvements in the supply markets, we are obliged to decrease our prices accordingly. These provisions shall not apply if a fixed price was agreed upon.
4. If customer's default with the payment lasts longer than 30 calendar days, cheques or bills of exchange of the customer are protested, or a petition for insolvency proceedings is filed against customer, we shall be entitled to set due and payable the whole of all deliveries made and services provided to the customer, to retain all deliveries and services, and to demand return of the reserved goods or to collect them from third party areas and take possession of them.
5. The customer shall not be entitled to any right of retention or refusal or offset of his counterclaims against our claims, unless the counterclaims the customer exercises retention or refusal for or sets them off against our claims are uncontested or res judicata.

## V. Sketches, drafts, trial prints, and samples

will be charged if customer does not enter into a contract with us.

## VI. Delivery, Delivery Date, Default of Delivery

1. The customer has to comply with the agreed upon way and extent of cooperation, especially concerning goods, letters, typefaces, packaging material, and packaging prescriptions to be provided by customer.
  2. Deadlines for deliveries shall be deemed to have been met when the goods are de facto disposable for the customer.
  3. Deadlines for deliveries are agreed upon on the basis of our expected ability to perform and are subject to all facts, events and circumstances not attributable to us and not given at the time of the formation of contract. Such circumstances are especially force majeure, included (but not limited to) and other unforeseeable events. Such circumstances lead to an extension of the delivery date, even if occurring during our default with delivery. In such case also an additional period of time, fixed by the customer, is extended by the duration of such circumstances.
  4. If we are in default of delivery for more than 8 weeks, customer may rescind the contract after fruitless expiration of a reasonable additional period of time fixed by customer.
- Periods of default are computed regardless of circumstances not attributable to us, such as mentioned in para. VI. 3.
5. We reserve the right to rescind the contract in cases of a delaying of the delivery not attributable to us, lasting more than 8 weeks.
  6. Partial deliveries and services shall be acceptable provided that we have a justified interest in these and these are acceptable to the customer, especially in cases of bottlenecks in our supply markets.

## VII. Storage an insurance of goods of the customer

1. The customer has to inform us about any specific circumstances concerning goods or packaging material he left us for contractual purposes if such are not obvious.
2. We will insure goods or packaging material the customer left us for contractual purposes only upon customer's specific wish.

## VIII. Retention of Title

1. We retain title in packaging materials we are the owner of and that are meant to be assigned to the customer, prior to the receipt of all payments due from customer's business transactions with us, e.g. the service price included any subsidiary claims, all charges due on the redemption and/or clearance of drafts, bills of exchange, and/or cheques accepted in payment. Claims subject to a condition precedent, and claims belonging to companies that are Packservice group members as mentioned in para. I. 3 are included if the customer's business relationship with such companies has any connection to the business relationship with us. If our packaging material is combined by us (in the due course of performance of the contract) with another movable property in a way both become essential parts of one movable property and we do not acquire such property pursuant to section 950 of the German Civil Code, the customer is obliged to make us co-owners of such movable property with a share corresponding to the relation between the value of the packaging material in

relation to the value of the movable property in total.

2. Until payment in full of the service price, customer shall not pledge the packaging materials, assign or transfer them as security, or otherwise charge them with the rights of any third party, but may sell them in the ordinary course of business. The customer shall make the passing of title of the resold goods subject to their full payment.
3. The customer agrees to assign at this point in time any of its claims, including any claims based on credit insurance policies resulting from the resale of any items subject to retention of title, including any associated rights, irrespective of whether the item subject to retention of title has been resold to one or several buyers. Should any accounts receivable assigned have been included in a current account, the agreed assignment shall also refer to any claims resulting from such current account.
4. The customer is entitled to collect the purchase prices from resold items until further notice. If we set due and payable the whole of the price of all services provides / goods bought or agreed to be bought by the customer pursuant to para. IV. 4., customer is obliged to inform its buyers from the assignment pursuant to para VIII. 3, to provide us all necessary information, present all relevant documents, resp. make us available its bookkeeping for information purposes.
5. If the value of the security provided to us exceeds the value of the claims to be safeguarded by more than 20 per cent, we shall, at the customer's request, bring the excess coverage down to 20 per cent by releasing security of our own choice.
6. We shall be notified without delay of any third-party seizure or other event affecting our property and customer has to give us reasonable support on our intervention. Customer has to bear the cost of such intervention having been successful but the costs could being not recoverable from the defendant and compulsory execution against the defendant being fruitless.
7. Customer has no right of retention concerning any security.
8. If the law in customer's country does not recognize retention of title, we shall be entitled to assert and claim all other available property rights in its products.

## IX. Packaging, Shipment and Passing of Risk

1. Our consignments are dispatched in standard packaging at the customer's cost. Our shipments will be made at our sole discretion, in the scope of the applicable professional standards and our route planning taken into consideration.
2. The risk of loss and/or damage to goods supplied by us shall pass to the customer when they are handed over to the transport person, the transport person's mandatory or other person we authorized, unless we deliver the goods with our own employees or vehicles to the customer. Should shipment be delayed due to circumstances beyond our control, the risk shall pass to the customer upon notification of readiness for shipment. These provisions about passing of risk also apply on returns after correction of faults, repair works at customer's cost, and replacement delivery.
3. During storage of the customer's goods in our premises for packaging or refinement, the risk of loss and/or damage to such goods shall not pass to us. On request of the customer and at its cost, we will insure his goods against the risks, customer notifies us.
4. Transport packaging will not be taken back – diverging from the German Packaging Ordinance. EURO palettes will be changed if possible, and if not, charged additionally.

## X. Defect(s) or insufficient performance

1. Customer has to examine our packaging services and the packaging of the goods (the "work") without delay and notify us in writing of any recognizable defects or insufficient performance and shall, as far as possible with reasonable efforts, specify the defects or insufficient performance found. The examination has to be – as far as can be reasonably expected – extended to the packaging materials. Should the customer not notify the defect or insufficient performance within 12 calendar days, our work is deemed as accepted – if an acceptance is required for our services by the law, or, if not, as approved by the customer.
2. In case of a defect or insufficient performance that substantially reduces the suitability of the work for the contractually presupposed use, we may, at our discretion, improve or redo our work. However, if the cure we chose fails to be satisfactory, the customer has the right to either reduce the price or to withdraw from the contract (rescission of contract).
3. Should an alleged defect or insufficient performance prove to be no defect or insufficient performance or results from fault of the customer, we may claim for allowance. Customer may prove us that our cost is less than what we charge.
4. In case of any defects as to quality or defects as to title of the packaging delivered, we will assign any claim we have, against the carrier or a third person, to the customer, if legally possible, or, alternatively, we will retain and empower our customer to assert the claim in its own name and at its own cost. The customer is obliged to pursue the claims in due course.
5. Any further claims shall be excluded unless otherwise provided for under section XII.

## XI. Limitation

Claims based on warranty concerning used goods, such goods usually not used for a building, become statute-barred in one year, notwithstanding section 438 para. 1 No. 3 of the German Civil Code. This time-barring reduction does not apply for claims based on an intentional or grossly negligent breach of duty on our part and for claims, our liability is not limited pursuant to para XII.1.

## XII. Limited Liability

We shall be liable for customer's damage, irrespective of the legal grounds therefore, only insofar as the following terms provide our liability:

1. Irrespective of the legal grounds thereof, our liability is **unlimited** in case of (i) any form of intent; (ii) personal injuries, including such followed by death; (iii) breach of a guarantee, as far as our guarantee goes; (iv) liability pursuant to the German Product Liability Act or any other mandatory statutory liability regulations; and (v) misrepresentation.
2. In all other cases of our liability, the following provisions apply:
  - a. In case of **gross negligence** of persons we use to perform our obligation our liability is - irrespective of the legal grounds thereof - limited to 100,000 EURO and we are liable only for the foreseeable damage typical to such contracts, provided that such persons are no organ or member of the executive staff and do not breach material contractual obligations („cardinal obligations“). In all other cases of gross negligence, our liability is unlimited.
  - b. In case of **slight or normal negligence** we are liable only if we breach material contractual obligations („cardinal obligations“) and our liability is limited to 50,000 EURO - irrespective of the legal grounds for our liability.
  - c. Should, in a case our liability is limited to a certain amount, the amount (principally) covered by our insurance exceed such limitation, we are liable to the amount of such insurance sum.
  - d. The above provisions apply accordingly for the personal liability of our employees, representatives and organs.
  - e. If we are not liable, but, insofar hold claims against third persons, we will, on customer's written request, assign our claims against such third persons to customer.

## XIII. Severability

The invalidity or non-enforceability of any part of the present TCB and of any contract between the parties which refers thereto shall not affect the validity of the remaining terms and conditions thereof.

## XIV. Place of Performance and Jurisdiction, Applicable Law, Interpretation of Terms of Trade

1. Place of performance for all our contractual obligations and place of jurisdiction for all disputes arising out of the contractual relationship is Karlsruhe (Germany). We have the option to sue the customer at it's general place of jurisdiction.
2. German law shall apply.
3. Customary terms of trade shall be interpreted in accordance with the INCOTERMS current at the time.
4. In case of a contradiction between the English and the German version of these TCB, the German version shall prevail.