General Terms and Conditions of Elanders Waiblingen GmbH, Anton-Schmidt-Str. 15, 71332 Waiblingen, Germany (status 30.06.2023)

I. Scope of application

1. These General Terms and Conditions (GTC) shall apply to all business relations of Elanders Waiblingen GmbH (hereinafter "Elanders") with companies (Sec.14 of the German Civil Code BGB), legal entities under public law or public separate estates (hereinafter referred to as "contractee" or "customer"). Corresponding orders will exclusively be executed in accordance with the following terms and conditions. With regard to the implementation of email marketing for customers, the provisions of the contractual conditions for email marketing campaigns of customers (VB-email marketing) shall apply in addition. In the event of contradictions to these regulations, the provisions of VB-email marketing shall take precedence. The General Terms and Conditions and VB-email marketing shall also apply to future transactions, even if no explicit reference is made to them. The present GTC and VB-email marketing shall also be subject matter of the contract even if Elanders performs contractually agreed services without reservation in knowledge of conflicting contractual conditions of the customer.
2. In the event of contradictions, the provisions of an accepted offer or order confirmation take precedence over the provisions of the GTC and VB-email marketing. If reference is made in the offer to other documents in addition to the GTC and, if applicable, to VB-email marketing and if provisions from the offer or the provisions of the contractual conditions of Elanders are contained therein, these deviations shall have priority, only if this is explicitly stated with reference to the provision.

II. Offers/Prices /Conclusion of the contract /Service changes / Subcontractors

1. When concluding a contract outside the internet, Elanders' offers and the prices quoted therein are subject to change without notice. The customer is bound to his order for a period of two weeks upon receipt by Elanders. Orders, additions and changes to an order are only accepted by Elanders, if they have been confirmed at least in written form by Elanders. The execution of the delivery or service as well as the receipt of a delivery bill or an invoice by the customer shall be considered as confirmation. The prices of Elanders are ex works. They do not include packaging, freight, postage, insurance, other shipping costs or additional costs. Additional costs can be invoiced immediately by Elanders.
2. When concluding a contract through a web platform, the customer has to declare the release of the non-binding and if necessary personalized advertising material created by Elanders after immediate verification. By clicking the order button, the customer has to accept the GTC of Elanders and, in addition, when ordering e-mailing campaigns, to accept the VB-email marketing as part of the contract. Upon receipt by Elanders, the customer's order is available in the order overview in the back log of the web platform with the displayed status "NEW". As long as the order has not yet been processed by Elanders, the customer is entitled to cancel his order free of charge by deleting it from the order overview. As soon as the status "in progress" is displayed, a revocation (cancellation of the order) is excluded. The contract between the customer and Elanders is concluded as soon as the status "in progress" is displayed in the order overview of the web platform or when the customer receives the order confirmation email from Elanders.
3. Subsequent changes to the contractual service at the instigation of the customer, including the resulting machine shutdown, will be charged to the customer. Subsequent changes shall also be deemed to be repetitions of test prints requested by the customer due to minor but not objectionable deviations from the original.
4. Provided that sketches, drafts, sample typesetting, test prints, correction proofs, alterations of delivered/transmitted data and similar preliminary work, which are not part of the order, are initiated by the customer, these will be charged separately.
5. For orders with delivery to third parties, the customer shall be deemed to be the contractee, unless otherwise expressly agreed.
6. The customer is responsible for verifying his order as well as all contractual documents for completeness, correctness and suitability for the intended purpose.
7. The conclusion of the contract is subject to the timely and correct self-delivery. This does not apply if Elanders is responsible for non-delivery or incorrect delivery, in particular if it has not concluded a congruent hedging transaction. Elanders will inform the customer immediately about the non-availability of the goods and refund any payments made without delay.
8. Elanders is permitted to involve subcontractors in the provision of the contractual services. The use of subcontractors does not release Elanders from its obligation to the customer to complete fulfillment the contract.

III. Payment / Right of set-off and retention

1. Payment must be made without any deduction. A possible discount agreement does not refer to freight, postage, insurance or other shipping costs. Elanders' invoices are due for payment upon receipt by the customer.
2. In the case of extraordinary advance outlays, Elanders may demand an appropriate advance payment.
3. Unless otherwise agreed, orders placed and accepted by the customer through the web platform over the course of a month will be electronically invoiced by Elanders to the customer as a collective invoice for the service month at the beginning of the following month.
4. The contractee may only offset or exercise a right of retention with an undisputed claim that is ready for decision or legally binding. This does not apply to any claims of the customer for completion or defect removal costs. Counterclaims of the customer from the same contractual relationship are also excluded from the prohibition of offsetting.
5. If it becomes apparent after conclusion of the contract that the fulfillment of the payment claim is jeopardized by the customer's lack of ability to pay, Elanders may refuse to provide the service. The right to refuse service does not apply if the returned service has been effected or security has been provided for it. Sec. 321 II of the German Civil Code (BGB) remains unaffected. Elanders may also refuse service if it has a due claim against the contractee from the same legal relationship until the service due is effected. Sec. 273 III of the German Civil Code (BGB) remains unaffected.
6. If the contractee does not pay the remuneration including the costs according to item II within 14 days of receipt, he will be in default even without a reminder. In the event of late payment, interest on arrears shall be payable at a rate of 9 percentage points above the base interest rate. This does not exclude the assertion of further claims. In the event of late payment, Elanders is also entitled to a lump sum payment of 40 euros. The lump sum shall be set off against any compensation owed, as far as the damage is justified in costs of legal action.

IV. Delivery/Force Majeure/Customer's obligation to cooperate

1. Delivery times are agreed individually. These are only binding if Elanders confirms them in writing. If this is not the case, the legal regulations shall apply. For contracts concluded through the web platform the delivery times listed therein shall apply.

   Elanders is also entitled to make partial deliveries as well as to deliver before expiry of the delivery time, provided that this is reasonable for the contractee. The rights and claims to which the contractee is entitled due to a breach of duty for which Elanders is responsible shall remain unaffected.
3. Elanders delivers "ex works" (ex works/exw; Incoterms 2020).
4. In the absence of instructions by the customer, at least in writing, the mode of dispatch, route and packaging are chosen at Elanders' discretion. Elanders will only conclude a transport insurance at the express request and expense of the customer.
5. If the goods are to be shipped, the risk of accidental loss and accidental deterioration of the goods shall pass to the contractee as soon as the shipment has been handed over to the person carrying out the transport.
6. In case that service is delayed by Elanders ,the contractee may only withdraw under the conditions of Sec.323 of the German Civil Code (BGB), if Elanders is responsible for the delay. Paragraph 5 shall remain unaffected. A change in the burden of proof is not associated with this provision.
7. As long as Elanders is unable to avert an unforeseen event which cannot be averted even by exercising reasonable care ("Force Majeure"), in particular natural disasters, epidemics, pandemics, war, blockade, embargo, power supply or operational disruptions, energy shortages, official orders, legal prohibitions, industrial action or other cases of Force Majeure, the service deadlines shall be deemed extended by the duration of the obstruction and by a reasonable starting time after the end of the obstruction ("service obstruction"). There shall be no breach of duty for the duration of the service obstruction. Elanders shall immediately inform the contractee of such service obstructions and their expected duration. As long as Elanders is unable to provide contractual services due to such a case of Force Majeure, the contractee will also be released from the service obligation. If the condition of Force Majeure lasts longer than two months without interruption or if Elanders is unable to provide services in cases of Force Majeure, both parties shall be released from their respective obligations.
8. If dispatch is delayed due to circumstances for which the contractee is responsible, the risk shall pass to the contractee from the day of readiness for dispatch. In this case, Elanders will be entitled to store the goods at the expense and risk of the contractee and to demand payment of the agreed price.
9. Elanders' obligation of delivery is suspended as long as the contractee is not only insignificantly in arrears with the contractual obligation. Any costs incurred by Elanders as a result of this, are to be borne by the contractee. If the contractee is in default of acceptance or culpably violates other obligations to cooperate, Elanders will be entitled, without prejudice to further claims, to demand compensation for any damages incurred, including any additional expenses.
10. For orders for which a total order volume determined in advance is to be delivered in installments to be called and paid by the contractee (call orders), the contractee shall be obliged to accept the total order volume on which the call order is based within a time frame of 12 months after conclusion of the contract, unless otherwise agreed. The contractee's obligation to call for delivery constitutes a primary obligation. If acceptance of the total order volume has not taken place within the acceptance period, Elanders shall be entitled, at its discretion, either:
    - to deliver the remaining quantity and demand payment of the outstanding part of the purchase price,
    - to store the remaining quantity at the expense of the contractee or
    - to set the contractee a reasonable deadline for acceptance of the remaining quantity and to withdraw from the contract in accordance with Sec.323 of the German Civil Code (BGB), if this deadline expires without result. Further rights of Elanders, such as the right to compensation for damages, shall remain unaffected.
11. If Elanders is dependent on the cooperation of the contractee for the provision of services, the contractee has to provide Elanders with the necessary tools, information and documentation in a timely and complete manner and, if necessary, name sufficiently qualified and authorized contact persons. Elanders may assume that the cooperation services are complete and correct, unless the incorrectness or incompleteness is obvious.

V. Reservation of Title

1. The delivered goods remain the property of Elanders until full payment of all existing claims of Elanders against the customer at the invoice date. These goods may not be pledged to third parties or assigned as security before full payment has been made. The customer must inform Elanders immediately, at least in writing, if and to which extent goods belonging to Elanders are accessed by third parties. This is also applicable to future claims, including all additional claims arising from the entire business relationship.
2. The customer is only entitled to resell the goods in the ordinary course of business. The customer assigns his claims from the resale to Elanders. Elanders hereby accepts the assignment.
3. The customer must inform Elanders immediately of any access by third parties to Elanders' reserved goods or to any claim assigned to Elanders, in particular seizures. Any costs of necessary interventions shall be borne by the customer.
4. If the feasible value of the securities exceeds Elanders' claims by more than 10%, Elanders will – at the request of the customer – release securities of its choice. The backup value corresponds to the amount of the purchase price less 20% for recycling losses and costs. The release is effected by transfer of ownership or reassignment.
5. In the event of processing or alteration of the goods delivered by Elanders and owned by them, Elanders is to be considered the manufacturer in accordance with Sec. 950 of the German Civil Code (BGB) retaining ownership of the goods at all times during processing. If third parties are involved in the processing or alteration, Elanders is limited to a co-ownership share of the goods subject to retention of title in the amount of the invoice value (final invoice amount including VAT). The ownership thus acquired is considered to be reserved property.
6. Elanders is entitled to a right of retention in accordance with Sec. 369 of the German Commercial Code (HGB)regarding the printing and stamp templates, manuscripts, raw materials and other items supplied by the customer until all due claims arising from the business relationship have been met in full.

VI. Complaints / Remedy of defects (warranty)

1. Elanders' delivery/service is free of defects if it corresponds to the agreed quality. This results from the product description, the order confirmation or other agreements.
2. The contractee must in all cases immediately verify the contractual conformity of the goods and any preliminary and intermediate products sent for correction. The risk of any defects shall pass to the contractee with the declaration of readiness for print/readiness for production (release), unless the defects have arisen or could only be recognized in the production process following the declaration of readiness for print/readiness for production. The same applies to any other release declarations of the contractee.
3. Any obvious defects shall be notified in writing immediately after receipt of the goods, any hidden defects shall be notified immediately after discovery; otherwise the assertion of warranty claims shall be excluded.
4. Elanders is given the opportunity by the contractee to verify complaints/notices of defects. If the objection/notice of defects turns out to be unfounded, the contractee shall be obliged to pay Elanders for the costs of the inspection.
5. In the case of justified complaints, Elanders is first obliged and entitled to choose between repair and/or replacement. If Elanders does not comply with this obligation within a reasonable period of time or if the subsequent fulfillment fails, the contractee may demand a reduction of the remuneration (abatement) or cancellation of the contract (withdrawal).
6. Defects of a part of the delivered goods do not entitle to complain about the entire delivery, unless the faultless part of the delivery is of no interest to the contractee.
7. With regard to color reproductions in all manufacturing processes, the usual color deviations from the original cannot be objected to. The same applies to the comparison between other originals (e.g.digital proofs, press proofs) and the final product.
8. Elanders is not obliged to verify deliveries (in particular data carriers and transferred data) by the contractee or by any third party engaged by him. This does not apply to the technical suitability of supplies for the proper fulfillment of the order, as far as the lack of suitability must be recognizable to a contractor acting with due care. In the case of data transmissions, the contractee must use state-of-the-art protection programs for computer viruses before transmission
9. No objection can be made to excess or short deliveries of up to 10% of the ordered edition. The quantity delivered shall be invoiced. In the case of deliveries from special paper productions of less than 1,000 kg, the percentage shall increase to 20%, and to 15% for deliveries of less than 2,000 kg.
10. The contractee cannot assign claims for defects.

VII. Liability

1. Elanders is liable
   - For culpable injury to life, body or health and
   - For other damages caused intentionally or through gross negligence, even if the breach of duty is based on correspondingly culpable conduct by a legal representative or a vicarious agent.
2. Elanders is also liable for negligent breach of essential contractual obligations. Essential contractual obligations are those whose fulfillment is essential for the proper completion of the contract, whose violation endangers the achievement of the purpose of the contract and on whose compliance the contractees may rely. Elanders' liability in accordance with sentence 1 is limited in cases of slightly negligent breach of essential contractual obligations to the foreseeable contract typical damage, in the case of a purchase contract, contract for work and services or contract for work and materials to a maximum of double the remuneration, in the case of a continuing obligation to an annual remuneration – in each case as a net amount. Otherwise, liability is excluded for other damages caused by slight negligence and for loss of profit, additional personnel expenses at the customer's premises, loss of use and/or loss of sales.
3. Elanders is also liable
   - For fraudulently concealed defects and assumed guarantee in regard of the quality of the goods and
   - For claims under the Product Liability Act.
4. Elanders' liability is otherwise excluded.
5. When determining the amount of damages to be paid by Elanders, its economic circumstances, the nature, scope and duration of the business relationship, and any contributions to the cause and/or fault of the contractee in accordance with Sec. 254 BGB (German Civil Code) are to be taken into account to the benefit of Elanders. In particular, the compensation services, costs and expenses which Elanders is to bear must be in proportionate to the value of its delivery or service.
6. As far as Elanders' liability is excluded or limited in accordance with the above, this also applies to the liability of Elanders' executive bodies and vicarious agents, in particular employees.

VIII. Statute of limitations

The contractees' claims for defects shall become statute-barred after one year, beginning with the delivery of the goods. This shall not apply if the contractor has assumed a guarantee for the quality of the goods, in the case of claims for damages under the Product Liability Act and in regard to injury to life, body or health, and/or claims for damages due to damage caused by the contractor through gross negligence or intent. In this respect, the statutory limitation periods shall apply.

IX. Confidentiality / Data protection / Reference customer naming

1. If the contracting parties have concluded a Non-Disclosure Agreement (NDA), its provisions shall take precedence over the following provisions. In addition, the contracting parties undertake to keep secret all business secrets or information designated as confidential (collectively referred to as "information") received from the respective other party or becoming known to them during the performance of the contract for a further five years period after the end of the contract and to oblige the respective employees accordingly. The information may not be made available to third parties outside the company who are not involved in the completion of the contract. The contracting parties shall secure the information in the same way as they do with their own documents worthy of protection. Companies affiliated with the parties to the contract as defined in Sec. 15 et seq. are not considered third parties within the meaning of this provision.
2. The duty of confidentiality does not include information which is generally known and accessible at the time of disclosure or which was already known to the receiving contractual party at the time of disclosure or which has been made accessible to it by third parties in an authorized manner or which must be published in accordance with the law, an official order or a court decision – provided that the receiving party informs the disclosing party immediately and supports it in defending such orders or decisions.
3. With the conclusion of an ASP or SaaS contract for the provision of IT services, any previously concluded non-disclosure agreement between the parties to the contract is cancelled and replaced by the contractual provisions on non-disclosure agreed in the GTC.
4. Elanders will comply with all applicable data protection regulations – in particular the Basic Data Protection Regulation (DSGVO) and the Federal Data Protection Act – in the course of fulfilling the contract. Details on data processing and the rights of the parties concerned can be found in the Data Protection Information and the Data Protection Declaration at https://info.elanders-waiblingen.de/Supplementary_Data-Protection-Notice.pdf.
5. The contracting parties will also impose the obligations under Data Protection Law on their employees and subcontractors employed.
6. Both parties to the contract are permitted to name the other party as a reference party to the contract and to use its logo for this purpose. The parties to the contract may revoke their consent to be named as a reference customer at any time for important operational reasons by email with a notice period of one month with effect for the future.

X. Commercial Practice

In commercial transactions, the commercial customs of the printing industry shall apply (e.g.no obligation to surrender intermediate products such as data, lithos or printing plates produced for the manufacture of the end product owed), unless a different order has been placed.

XI. Archiving

Products, materials and data or data carriers to which the contractee is entitled, will only be archived by Elanders beyond the time of handover of the final product to the contractee or his vicarious agents by explicit agreement and against special remuneration. In the absence of an agreement, the contractee must arrange for any insurance himself.

XII. Periodic Work

Contracts regarding regularly recurring work/services can be terminated by either party with a notice period of 3 months. The termination must be made in writing.

XIII. Third Party rights

The contractee assures that no rights of third parties, e.g.copyrights, trademark rights or personal rights, are infringed by his commissioned projects, in particular by templates supplied by him. In this respect, the contractee fully indemnifies Elanders from all claims of third parties, including the costs of legal defense and/or legal prosecution, unless the contractee proves that he is not at fault and that he has fulfilled all his obligations of care and verification.

XIV. Place of performance / Jurisdiction / Applicable law / Severability Clause

1. The place of performance and jurisdiction for all disputes arising from the contractual relationship is the registered office of Elanders if the contractee is a merchant, legal entity under public law or special fund under public law or has no general place of jurisdiction in Germany. German law applies to the contractual relationship. UN Sales Law is excluded.
2. Should any provision of the GTC or the supplementary VB-email marketing be or become invalid, be or become unenforceable, the remaining provisions shall remain unaffected. The contracting parties guarantee that they will replace the invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the economic purpose of the replaced provision. The same applies in the event of a loophole in the regulations.

XV. Supplementary regulations for IT-specific services

1. *Scope of Application*
   The following provisions apply in addition and, as far as the General Provisions cover the same subject matter, with priority, if Elanders creates software for the contractee, supports him in IT projects, provides the contractee with software (also by way of ASP or SaaS) or storage space (e.g.in the context of server housing or server hosting) or maintains a web portal for him.
2. *Right of use*
   Unless expressly agreed otherwise, the contractee shall receive software exclusively in object code and only a simple, non-transferable right of use for the software.
3. *Maintenance work for certain services*
   The contractee is aware that restrictions or impairments of use for ASP or SaaS services as well as for the provision of storage space and maintenance of web portals may arise due to necessary maintenance work, in particular to maintain hardware and software functionality, data security and for reasons of data protection. Elanders will carry out this maintenance work, where possible, outside the scheduled usage time or during periods of low usage. Elanders will inform the contractee in advance of any further restrictions resulting from necessary maintenance work.
4. *Data connection*
   If Elanders uses a third-party computer center for its services, it is not responsible for disruptions to the data connection which are not foreseeable or cannot be avoided with reasonable care.
5. *Cooperation of the customer*
   a. Elanders is dependent on the cooperation of the contractee in the provision of its services ,who will provide Elanders with the necessary tools, information and documents in a timely and complete manner and, if necessary, name sufficiently qualified and authorized contact persons. The contractor may assume that the cooperation services are complete and correct, unless the incorrectness or incompleteness is obvious.
   b. The services of Elanders require that the contractee permanently maintains the necessary hardware and software system as well as a sufficient internet connection.
   c. The contractee is obliged to keep the access data provided to him secret from unauthorized persons and to store it securely that unauthorized persons cannot misuse the data. A personal password must be changed at regular intervals.
   d. Elanders regularly backs up its data according to the state of technology and uses a virus protection program in the latest version on its own computers.
   e. Elanders is not responsible for the content stored by the contractee. Elanders is not obliged to check stored contents for their legality. The contractee is liable to Elanders for damages in the event of legal violations of the content stored by him; the contractee indemnifies Elanders from all claims by third parties and bears the costs, including the costs for an appropriate legal defense.
6. *Increase in remuneration*
   Elanders may increase the agreed remuneration once in each contractual year, only after the initial term of the contract has expired; if no such increase is agreed, only after one contractual year. The increase will be communicated to the contractee 3 months before it takes effect, at least in writing. In the event of an increase of more than 5%, the contractee may terminate the contract within one month of receipt of the notification of the increase at the time the increased remuneration comes into effect.
7. *Acceptance*
   a. As far as the activities owed by Elanders are contractual services, they are to be accepted by the customer section by section or with the provision of services in accordance with the following provisions. After completion of the services described for an individual section or the overall service, Elanders will inform the customer accordingly. Acceptance of services requires an immediate functional test in accordance with the agreed requirements. The functional test is successful, if the contractual services are essentially fulfilled.
   b. If there is no acceptance objections due to material defects in the contractual services, the customer must accept these services immediately. If the customer does not judge the services rendered to be essentially in accordance with the contract, he must notify Elanders of his complaints immediately, at least in writing.
   c. If the customer complains about the services in due time and form, Elanders will comment on this immediately within the scope of its operational efficiency. Existing defects and defects notified in due time and form must be remedied by Elanders within a reasonable period of time.
   d. Acceptance is valid if the customer does not immediately specify the reasons for the refusal of acceptance in writing after Elanders' request. Acceptance shall also be deemed to be effected, if the customer uses the services provided by Elanders or begins productive use.
8. *Claims for defects in certain services*
   For defects in ASP and SaaS services as well as in the provision of storage space and the maintenance of web portals, which were already present at the time of the conclusion of the contract, liability without fault is excluded. Elanders must be notified of defects and malfunctions immediately after they become known. The contractee's rights to reduction are excluded. The assertion of claims for enrichment in case of defects remains unaffected.
9. *Term and termination*
   If no other term has been agreed, the contract runs for an indefinite period of time. The contract can be terminated with a notice period of 3 months to the end of the month. The right to terminate for good cause remains unaffected. Each notice of termination must be in writing, at least as a fax or as a file attachment in an e-mail in order to become effective.