

# General terms and conditions of business, payment and delivery

## I. Scope

These general terms and conditions of business, payment and delivery (GTC) apply to all business relationships with entrepreneurs (§ 14 BGB), legal entities under public law or special funds under public law. Corresponding orders are executed exclusively on the basis of the following conditions; other conditions do not become part of the contract, even if we do not expressly object to them. Individual contractual agreements have priority over these GTC.

## II. Prices, conclusion of contract

1. The prices quoted in the contractor's offer apply with the proviso that the order data on which the offer is based remain unchanged, but no longer than four weeks after receipt of the offer by the client. The Contractor's prices do not include VAT. The contractor's prices apply ex works. They do not include packaging, freight, postage, insurance and other shipping costs.
2. Subsequent changes to the contractual service at the request of the customer, including the machine downtime caused by this, will be charged to the customer. Subsequent changes also include repetitions of test prints requested by the customer due to minor deviations from the template that cannot be objected to.
3. Insofar as sketches, drafts, sample typesetting, test prints, proofs, changes to delivered/transmitted data and similar preparatory work which are not part of the order are caused by the customer, these will be charged separately.
4. In the case of orders with delivery to third parties, the purchaser is deemed to be the principal, unless otherwise expressly agreed.

## III. Payment

1. Payment must be made without any deduction. Any discount agreement does not relate to freight, postage, insurance or other shipping costs. The due date depends on the legal regulations.
2. The client can only offset against an undisputed claim that is ready for a decision or that has been legally established or exercise a right of retention. This does not apply to any claims by the customer relating to costs for completion or the elimination of defects.
3. If, after the conclusion of the contract, it becomes apparent that the fulfillment of the payment claim is jeopardized by the client's inability to pay, the contractor can refuse to provide the service. The right to refuse performance does not apply if the consideration has been rendered or security has been provided for it. § 321 II BGB remains unaffected. The contractor can also refuse performance if he has a due claim against the client from the same legal relationship until the performance to which he is entitled has been rendered. § 273 III BGB remains unaffected.
4. If the customer does not pay the price including the costs according to Section II ("Prices, conclusion of contract") within 14 days after delivery of the goods, he will be in default even without a reminder. In the event of default of payment, default interest of 9 percentage points above the base interest rate must be paid. This does not exclude the assertion of further claims. In the event of default of payment, the contractor is also entitled to payment of a flat rate of 40 euros. The lump sum is to be offset against any damages owed, insofar as the damage is based on the costs of legal action.

## IV. Delivery

1. Delivery periods are agreed individually at the latest when the contract is concluded. If this does not happen, the statutory regulations apply in this respect.
2. The contractor is only entitled to make partial deliveries insofar as this is appropriate taking into account the requirements of good faith in accordance with § 242 BGB. This can be the case in particular if
  - Partial deliveries can be used by the customer within the scope of the contractual purpose and
  - the delivery of the remaining ordered goods remains assured.The rights/claims to which the customer is entitled due to a breach of duty for which the contractor is responsible remain unaffected.
3. If the goods are to be shipped, the risk of accidental loss and accidental deterioration of the goods passes to the customer as soon as the shipment has been handed over to the person carrying out the transport.
4. If the contractor delays the service, the client can only withdraw under the conditions of § 323 BGB if the contractor is responsible for the delay. Paragraph 5 remains unaffected. A change in the burden of proof is not associated with this regulation.
5. Events of temporary delay in delivery for which the contractor is not responsible - in particular operational disruptions, transport delays, strikes, lockouts, official measures, the lack of, incorrect or untimely delivery by suppliers - as well as all cases of force majeure, entitle the customer only to withdraw from the contract if it cannot objectively be expected to continue to adhere to the contract, otherwise the delivery period is extended by the duration of the delay caused by the disruption plus a reasonable start-up period. The delivery period will also be extended if the hindrance was caused by a circumstance from the customer's area of risk for which the contractor is not responsible. Liability on the part of the contractor is excluded in the cases mentioned. The contractor will promptly inform the client about the event according to sentence 1.
6. The contractor has a right of retention in accordance with § 369 HGB to the print and stamp templates, manuscripts, raw materials and other items delivered by the customer until all claims due from the business relationship have been completely fulfilled.
7. In the case of orders for which a total order quantity specified in advance is to be delivered in installments to be called and paid separately by the customer (call orders), the customer is, unless otherwise agreed, to accept the entire order within 12 months of the conclusion of the contract committed to the order quantity on which the call order is based. The customer's call-off obligation represents a primary obligation. If the total order quantity is not accepted within the acceptance period, the contractor is entitled to choose either
  - 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 customer or
  - to set the customer a reasonable period of time to accept the remaining quantity and, after this period has expired without result, to withdraw from the contract in accordance with Section 323 of the German Civil Code.

Other rights of the contractor, such as the right to damages, remain unaffected

## V. Retention of title

1. The delivered goods remain our property until all claims of the contractor against the customer that exist on the invoice date have been paid in full. These goods may not be pledged to third parties or assigned as security before full payment has been made. The customer must inform the contractor immediately in writing if and to the extent that third parties access the goods belonging to the contractor.
2. The customer is only entitled to resell in the ordinary course of business. The customer hereby assigns his claims from the resale to the contractor. The contractor hereby accepts the assignment.
3. Übersteigt der realisierbare Wert der Sicherheiten die Forderungen des Auftragnehmers um mehr als 10%, so wird der Auftragnehmer – auf Verlangen des Auftraggebers – Sicherheiten nach seiner Wahl freigeben.

4. In the case of processing or transformation of the goods delivered by the contractor and owned by the contractor, the contractor is to be regarded as the manufacturer in accordance with § 950 BGB and retains ownership of the products at all times during processing. If third parties are involved in the processing or transformation, the contractor is limited to a co-ownership share in the amount of the invoice value (final invoice amount including VAT) of the reserved goods. The property acquired in this way is considered reserved property.

## VI. Scope of Services and Warranties

1. In any case, the client must immediately check the contractual conformity of the goods and any preliminary and intermediate products sent for correction. The risk of any errors is transferred to the client with the declaration of readiness for printing/ready for production, provided that they are not errors that only occurred or could be detected in the manufacturing process following the declaration of readiness for printing/ready for production. The same applies to any other release declarations by the client.
2. Obvious defects must be reported in writing within a period of one week from receipt of the goods, hidden defects within a period of one week from discovery; Otherwise the assertion of warranty claims is excluded.
3. In the event of justified complaints, the contractor is initially obliged and entitled to choose between subsequent improvement and/or replacement delivery. If the supplementary performance fails, the client can demand a reduction in payment (reduction) or cancellation of the contract (withdrawal).
4. Defects in part of the delivered goods do not entitle the customer to complain about the entire delivery, unless the defect-free part of the delivery is of no interest to the customer.
5. Reproductions may have normal discrepancies between the original and the final product. The same applies to the comparison between patterns, samples or other templates (e.g. digital proofs, press proofs) and the end product.
6. In addition to the goods, the Contractor is not obliged to hand over accessories including packaging or assembly instructions and other instructions, unless this has been expressly agreed between the Customer and the Contractor. Irrespective of this, the goods - if necessary - will be handed over in suitable transport packaging.
7. The contractual conformity of the goods is based solely on what was contractually agreed and on the public product descriptions of the contractor at the time the contract was concluded, otherwise on the usual quality. The suitability for normal use and other expectations of the customer are not taken into account when assessing whether the goods are in accordance with the contract.
8. § 478 BGB remains unaffected.
9. Deliveries (in particular data carriers, transmitted data) by the customer or by a third party engaged by him are not subject to any inspection obligation on the part of the contractor. This does not apply to the technical suitability of deliveries for the proper fulfillment of the order, insofar as the lack of suitability must be apparent to a contractor acting with care. In the case of data transmissions, the customer must use state-of-the-art protection programs for computer viruses before transmission.
10. Excess or short deliveries of up to 10% of the ordered edition cannot be objected to. Charged will be the amount sent. The percentage increases to 20% for deliveries of custom-made paper under 1,000 kg and to 15% under 2,000 kg.

## VII. Liability

1. The contractor is liable
  - for culpable injury to life, limb or health and
  - for other damage caused intentionally or through gross negligence, even if the breach of duty is based on culpable behavior by a legal representative or a vicarious agent.
2. The contractor is also liable for slightly negligent breaches of essential contractual obligations, also by his legal representatives or vicarious agents. Essential contractual obligations are those whose fulfillment makes the proper execution of the contract possible in the first place, whose violation jeopardizes the achievement of the purpose of the contract and on whose compliance the customer can rely. The liability of the contractor according to sentence 1 is limited in cases of slight negligence to the foreseeable, contract-typical damage.
3. The contractor is ultimately liable
  - in the case of fraudulently concealed defects and assumed guarantee for the condition of the goods as well as
  - for claims arising from the Product Liability Act.
4. Otherwise, the liability of the contractor is excluded.

## VIII. Limitations

With the exception of the claims for damages mentioned under Section VII. 1. and those from the Product Liability Act, claims for defects by the customer become time-barred after one year from the (delivery) delivery of the goods. This does not apply if the contractor has fraudulently concealed the defect or if he has assumed a guarantee for the condition of the item. § 478 BGB also remains unaffected.

## IX. Commercial Custom

The commercial practices of the printing industry apply to commercial transactions (e.g. no obligation to surrender intermediate products such as data, lithographs or printing plates that are created to produce the end product owed), unless a different order has been placed.

## X. Archiving

Products, materials and data to which the customer is entitled will only be archived by the contractor after express agreement and against special payment beyond the point in time at which the end product is handed over to the customer or his vicarious agents. In the absence of an agreement, the customer must obtain any insurance himself.

## XI. Periodic works

Contracts for regularly recurring work can be terminated with a notice period of 3 months.

## XII. Third Party Rights

The client assures that the rights of third parties, e.g. B. Copyright, trademark or personal rights are not violated. In this respect, the customer fully indemnifies the contractor from all third-party claims, including the costs of legal defense and/or legal prosecution, unless the customer proves that he is not at fault and that he has fulfilled all his duties of care and inspection has complied.

## XIII. Place of Performance, Place of Jurisdiction, Applicable Law

The place of performance and place of jurisdiction for all disputes arising from the contractual relationship is the registered office of the contractor if the client is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in Germany. The contractual relationship is governed by Albanian law.