

GENERAL TERMS AND CONDITIONS OF BUSINESS

03/2021

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I. SCOPE OF VALIDITY

- (1) The deliveries, services and offers of the Contractor are done solely on the basis of these General Terms and Conditions of Business. These thus also apply for all future business relationships, even if they are not explicitly agreed again. Counterconfirmations of the Principal, indicating its terms and conditions of business or delivery, are hereby refuted.
- (2) Deviations from these terms and conditions of business are only valid if the Contractor confirms them in writing.
- (3) These terms and conditions of business also remain binding even if individual parts should not be valid for whatever reason.

II. PRICE OFFERS

- (1) The prices named in the Contractor's offer apply subject to the reservation that the order data forming the basis for the submission of the offer remain unchanged. Unless otherwise indicated, they do not include freight, postage, insurance and other costs of shipment. Unless otherwise indicated in the offer, all order-related materials such as printing substrates (paper, cardboard, etc.), printing devices (films, repros, cutting dies, etc.) and book-binding materials, as well as all special costs of sales (special packaging, etc.) are prices per day that can be adapted to the respective price situation at the time of production. Only the simple packaging (wrapping) of the printed products is included in the prices. If a special packaging is requested by the Principal (paperboard, cardboard, box), this will be charged at cost price. Pallets for our deliveries will be provided as exchangeable pallets. Pallets that are not returned will be charged at cost price.
- (2) Orders that in their formulation deviate from the offers in any point require confirmation by the Contractor to establish a liability. Objections due to a deviation of the content in an order confirmation from the order letter must be filed on receipt of the order confirmation.
- (3) For the rest, price offers are fundamentally non-binding, unless their binding nature has been expressly agreed. An increase in fundamental direct costs (e.g. Films, plates, data carriers, paper, cardboard, printed forms, repros, book-binding material, costs of data transmission, etc.) and an increase in staff costs due to agreements under a collective agreement or due to statutory provision after submission of the price, but before the delivery is invoiced, entitle the Contractor to invoice the resulting price increases. This condition is explicitly agreed to by the Principal.
- (4) Retrospective changes at the instigation of the Principal (e.g. also within the framework of the so-called customer and author correction) including the machine downtime caused by this will be charged to the Principal.
- (5) If the offers (cost estimate) are exceeded and this is caused by changes made by the Principal, this is deemed to have been approved by the Principal. For such cases, the Principal waives the right of withdrawal. Amendments to orders or additional orders can be invoiced at appropriate prices.
- (6) Costs of drafts will fundamentally be invoiced separately and are not included in the delivery prices. The same

applies for all special requests that go beyond the normal framework, e.g. production of samples, finishing and packing of the printed work. Samples and drafts produced at the Principal's request remain the Contractor's property at all times and will be charged separately, even if the order is not implemented.

- (7) The Principal will pay for the costs for the data transmissions initiated by it (e.g. by ISDN) No liability or warranty will be assumed by the Contractor for transmission errors.

III. INVOICE PRICE The Contractor will invoice its deliveries and services on the day on which it delivers, also in part, stores the order for the Principal or holds it ready for call-off for the Principal. The invoice price can deviate from the order price if the changes in the calculation basis mentioned in point II have occurred or if changes have been implemented by the Principal after the definition of the order.

IV. TERMS AND CONDITIONS OF PAYMENT

- (1) Net cash on receipt of invoice. In the case of bills of exchange, cheques or transfers, the day on which the bank credits the amount for the Contractor is decisive.
- (2) If large volumes of paper or cardboard are provided, or in the event of special materials or advance performance, the Contractor can demand advance payments for these.
- (3) Before a required down payment is made, there is no obligation on the part of the Contractor to implement the contract. Any resulting additional consequences (e.g. non-compliance with delivery deadlines) will be charged to the Principal.
- (4) The Principal can only offset with an undisputed or legally established receivable. A Principal who is a registered trader pursuant to the Commercial Code (HGB) is not entitled to any rights of retention or offsetting.
- (5) Justified complaints do not entitle the respective party to retain the entire invoice amount but merely an appropriate part of the invoice amount.

V. PAYMENT ARREARS

- (1) If a significant deterioration occurs in the Principal's assets becomes known or if it is in arrears with payment, the Contractor is entitled to demand the immediate payment of all invoices, including those not yet due. In addition, the Contractor is entitled to make further work on the ongoing orders dependent on pro rata payments. In addition, the Contractor has the right to retain goods that have not yet been dispatched and in the event of non-payment of the proportionate payments to suspend working on the ongoing orders further.
- (2) In the event of arrears in payment, arrears interest charged by the bank will be charged. The filing of further arrears damage is not excluded by this.
- (3) In the event of delay, the Principal undertakes to reimburse the Contractor for any resulting dunning and collection fees if they are necessary for the appropriate prosecution, whereby it undertakes specifically to reimburse a maximum of the remuneration of the collection institution commissioned that result from the regulation of the Federal Ministry for Economic Affairs regarding the maximum rates of remuneration to which collection institutions are

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entitled. In addition, any other damage, in particular also the damage that results because higher interest is accordingly incurred on any loan accounts on the part of the Contractor due to non-payment, is to be reimbursed irrespective of culpability with regard to payment arrears.

VI. DELIVERY TIME

- (1) The delivery time commences with the date of the receipt by the Contractor if all work documents are provided to the Contractor in a clear and unequivocal form and nothing to the contrary has been noted in the order confirmation; it ends on the date on which the goods leave the Contractor's company.
- (2) Agreed delivery times are fundamentally only approximate times unless they have been expressly agreed in writing as fixed deadlines. In the case of an agreed fixed date, the collaboration obligations (e.g. delivery of defect-free data, checking of the preliminary and interim results, delivery of the films, templates, author's correction, etc.) and their deadlines are to be determined on award of contract. If the Principal does not comply with its obligation of collaboration or if it does not adhere to the agreed deadlines, the Contractor is not liable for compliance with the agreed delivery deadline. This also applies in the event of subsequent changes to the order by the Principal. In addition, the Contractor is entitled to reimbursement of the costs that it incurs as a result.
- (3) For the duration of the checking of the proofs, press proof or outturn samples by the Principal, the delivery time will be suspended.
- (4) In the event of delay in delivery, the Principal can only request withdrawal from the contract after the setting of an appropriate grace period. The grace period must be appropriate to the type and scope of the order.
- (5) In the event of force majeure or other unforeseeable and exceptional circumstances that the Parties are not responsible for, e.g. difficulties in procuring material, disruptions to operations, strike, lockout, lack of transport, regulatory intervention, energy supply difficulties, etc., even if they occur at presuppliers or suppliers - the delivery time will be extended to an appropriate extent if the Contractor is prevented from meeting its obligation in a timely manner. If the delivery or performance becomes impossible or unreasonable due to the said circumstances, the Contractor is exempted from the obligation to perform. If the delay in performance lasts longer than two months, the Principal is entitled to withdraw from the contract. If the delivery time is extended or if the Contractor is exempted from its obligation to perform, the Principal cannot derive any compensation claims from this. The Contractor may only invoke the said circumstances if it notifies the Principal immediately.

VII. DELIVERY

- (1) Deliveries are done ex company of the Contractor for the account and risk of the Principal, unless otherwise agreed. Transport insurances will only be taken out at the explicit wish and for the account of the Principal. The risk will be transferred to the Principal as soon as the consignment has been handed over to the person carrying out the transport

or has left the Contractor's warehouse for the purpose of shipment. If the shipment is delayed at the Principal's request, the risk will be transferred to the latter when notice is given that the goods are ready for dispatch.

- (2) Deliveries of an excess or insufficient amount are permitted in the case of the most simple tasks up to 5% and with more difficult or multi-coloured tasks up to 10% and are to be charged on a proportionate basis based on continuous printing. In the case of material provided, the tolerance rates of the supplier industry will also be taken into account. In the case of deliveries from special paper productions less than 1,000 kg, the percentages increase to 10 and 20% respectively, less than 2,000 kg to 8 and 15% respectively.

VIII. ERRORS IN TYPESETTING AND PRINTING, CORRECTIONS

- (1) Errors in typesetting will be rectified free of charge if they are the fault of the Contractor due to wilful or gross negligent actions.
- (2) Amendments to the print template will be charged to the Principal based on the working hours actually worked (author's correction). Changes ordered by telephone, via fax or e-mail will be carried out by the Contractor without liability for their correctness. If amendments or corrections are requested by the Principal via e-mail, the Principal is obligated to point out to the Contractor in a suitable manner (e.g. by telephone or by fax) this e-mail immediately. This applies in particular for subsequent changes to proofs that have already been approved for printing.
- (3) Proofs will only be presented to the Principal on explicit request. However, the Contractor is entitled to also submit proofs without any agreement in this regard. In this case too, the Principal is obligated to approve the proofs by the said deadline with an acknowledgement of approval. Approval will be assumed if the deadlines passes to no avail. If the Parties refrain from requesting the submission of a proof, the Contractor is liable for inaccuracies in the print implementation for which it is responsible.

IX. DELAY IN ACCEPTANCE

- (1) The Principal is obligated to accept the goods sent pursuant to the contract or provided for collection immediately; if it does not comply with this obligation, the delivery is deemed to have been made on the date on which the acceptance should have taken place pursuant to the contract; the risk of accidental loss is thus transferred to the Principal.
- (2) In the case of delay in acceptance or also in the event of an impossibility of delivery caused by force majeure, the Contractor is entitled to store the goods itself at the cost and risk of the Principal or to have them stored at a forwarding agent.

X. COMPLAINTS, WARRANTY

- (1) The Principal has to check the contractual compliance of the goods delivered and the preliminary and intermediate results sent for correction in all cases. The risk of any errors will be transferred to the Principal with the declaration of readiness for printing unless it involves faults that only arose or could only be discovered in the production

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processes following the declaration of readiness for printing. The same applies for all other declarations of release by the Principal for further production.

- (2) Complaints (notice of defect) due to obvious defects are to be notified to the Contractor immediately after delivery and in a defined form. Hidden defects must be notified to the Contractor immediately after they are discovered, but within 3 months of the goods leaving the Contractor's company or its area of influence.
- (3) The warranty periods for movable items are three months.
- (4) The assumption in Section 924 of the Austrian Civil Code (ABGB) is excluded. The existence of the defect at the time of handover is to be proven by the Principal.
- (5) The right of recourse according to Section 933 b, second sentence of the Austrian Civil Code (ABGB) becomes time-barred in two years after provision of the service by the Contractor.
- (6) In the event of justified complaints, the Contractor is obligated to render subsequent improvement, up until the order value. Liability on the part of the Contractor for consequential damage from defects is excluded.
- (7) Defects in some of the goods delivered do not justify a complaint regarding the entire delivery.
- (8) With colour reproductions in all printing methods, slight deviations from the original cannot be the subject of a complaint. The same applies for the comparison between proofs and final prints, in particular when the proof and the product paper do not match. A guarantee for the authenticity characteristics of colours, bronzes, varnishes, impregnations, laminations and rubber coatings will only be guaranteed in the extent in which the pre-suppliers undertake a commitment in this regard towards the Contractor.
- (9) If the Principal is presented with a digital proof as a correctable intermediate product for the declaration of readiness for printing, it is explicitly pointed out that the final product can include colour deviations caused by the different production methods. If a binding template should be required, a final proof would have to be created which would incur additional charges.
- (10) The Contractor is not liable under any circumstances for damage that is caused by defective storage of the products by the Principal.
- (11) If printing products that are the subject of a complaint can no longer be returned to the Contractor, a warranty or compensation for damages will only be possible if a precise documentation of the defects corresponding to a recognised method of quality control is submitted to the Contractor. In such a case, the Principal will recognise a quality documentation of the Contractor that is based on a recognised quality assurance method.

XI. RESTRICTION IN LIABILITY

- (1) Claims for compensation are excluded if the damage has not been caused by wilful or grossly negligent actions. In all cases, the amount of compensation for damage is limited to the order value. Claims for compensation due to impossibility of performance are restricted to compensation of the foreseeable damage and the amount of the order value. The restrictions in liability above apply in the

same scope for the vicarious or procurement agents of the Contractor.

- (2) Furthermore, in the event of liability, only monetary compensation can be requested whereby liability is restricted to the amount of the order value. With regard to this, it is recommended to the Principal that it takes out an additional insurance. Liability for loss of profit, indirect or consequential damage, damage to third parties, savings that fail to materialise, loss of interest, non-material damage, as well as damage arising from claims of third parties, etc. is excluded in all cases.
- (3) Claims for compensation are to be filed in court within six months from knowledge of the damage or within three years from delivery or provision of the service; otherwise they will lapse. After a year from delivery or provision of service by the Contractor, the Principal has the burden of proof.
- (4) If liability on the part of the Contractor is under consideration, it will be released from liability in the amount of which it assigns to the Principal existing and enforceable claims towards companies that supply or process goods further.
- (5) Unless it is mandatory by law, the obligation to compensate product liability claims according to product liability law or other provisions is excluded. The full content of the liability restrictions is to be imposed on any customers, with the obligation to impose them on others. The subject of delivery only offers the security that can be expected taking into account the characteristics specific to the material.

XII. MATERIALS AND DATA PROVIDED

- (1) Materials provided by the Principal, such as templates, films, data carriers of any kind, paper, etc. are to be delivered to the Contractor's company carriage prepaid. Receipt will be confirmed without any guarantee for the correctness of the volume indicated in the delivery documents. The Contractor is only able to carry out a proper handover and review during the production process. The Contractor does not have any obligation to check and give warning with regard to the materials, data (e.g. by ISDN) and printing equipment delivered or transmitted by the Principal itself or by a third party commissioned by the latter, such as typesetting provided, fair copies etc., diskettes, films etc. In particular, the correctness of the data saved (texts, images) in the case of data carriers provided or data transmitted, will no longer be checked by the Contractor. There is also no liability whatsoever on the part of the Contractor for errors in and with such printing equipment provided by the Principal directly or indirectly, and for errors in the final product that are attributable to data delivered in a faulty manner. If a review by the Contractor should be requested by the Principal, this and any correction will be charged separately.
- (2) Templates used by the Principal as a basis for the contract (e.g. computer printouts, digital proofs) are non-binding. It is explicitly pointed out that the final product can contain colour deviations that are caused by the different production methods. If a binding template should be required, a final proof would have to be created which would

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incur additional charges. The data will be processed solely at the Principal's request and will be invoiced separately. If no binding final proof or other proof is provided by the Principal or such a proof is not ordered from the Contractor, the Contractor does not assume any liability whatsoever for the accuracy and correctness of the exposure or of the print. This also applies if the technical information forming the basis of the order is incomplete or incorrect.

- (3) The obligation to back up data is solely the responsibility of the Principal. Irrespective of this, the Contractor is entitled to produce a copy.
- (4) The respective updated information sheets for data takeover apply for the taking over of data provided by the Principal.

XIII. ORDER DOCUMENTS

- (1) For manuscripts, drafts, templates, print forms, slides, films, data carriers and other documents pursuant to Section XII (1), the Contractor is only liable up to 4 weeks after completion of the order. In addition, the Contractor does not assume any liability whatsoever for documents that are not asked to be returned. The Contractor is also not obligated to store these documents and the objects for reuse beyond the deadline stipulated.
- (2) If they are provided by the Principal, the objects denoted above will be handled with care until the date of shipment. The Contractor is only liable for damage in the event of wilful intent or gross negligence.
- (3) If the objects named above are to be insured, the Principal has to obtain the insurance itself.

XIV. STORAGE OF PRINTING PRODUCTS ETC., ARCHIVING OF DATA

- (1) For the Contractor there is no obligation to store printing products, work aids, interim products and printing equipment (such as exposable data, films, montages, print forms, printing cylinders, cutting dies, etc.) after implementation of the order unless a special agreement has been reached in this regard with the Principal; in this case, the Principal will bear the costs and risk of the storage.
- (2) If temporary storage at the Contractor is explicitly agreed, the latter is only liable for damage that occurs to the goods during storage in the event of wilful intent and gross negligence. The Contractor is not obligated to take out insurances to cover risks to stored goods.
- (3) The storage of finished or semi-finished products that are stored for more than a week will be charged.

XV. PERIODIC WORK

If the order incorporates the implementation of regularly recurring printing tasks and if a final deadline or a period of notice is not agreed, the order can only be terminated by written termination with a three-month period of notice to the end of a calendar quarter.

XVI. RIGHT OF OWNERSHIP The operational items, work aids and interim products used by the Contractor to produce the contractual product, in particular documents, data carriers, printing plates, lithographs, films, plates, stamps, stereos and galvanos and other aids required for

the production process (printing equipment) and the processed data remain the Contractor's property and will not be dispatched, even if the Principal has paid compensation for these tasks or they are invoiced separately. There will also be no handover for usage. This also applies for the work aids (printing equipment) and data that have been produced by another company on behalf of the Contractor obligated to make the delivery. A storage of the aforementioned aids (printing equipment and data) for carrying out the print order after handling of the print order is only done at the explicit order of the Principal in return for reimbursement of the costs arising for the Contractor.

XVII. COPYRIGHT

- (1) If the Contractor itself is the owner of usage rights under copyright and ancillary copyrights to the products supplied or to parts thereof, the Principal acquires with the acceptance of the delivery only the non-exclusive right to disseminate the products delivered; for the rest, the usage rights, in particular the right of reproduction, remain unaffected and in the Contractor's hands. At all times, the Contractor has the exclusive right to use the reproduction materials (typesetting, processed data, data carriers, films, repros, etc.) and printing products (galley proofs, raw prints, etc.) created by it to produce reproductions. It is not obligated to surrender such reproduction materials, not even for usage purposes.
- (2) The Contractor is not obligated to check whether the Principal is entitled to reproduce the templates in whatever manner, to process or change the order accordingly or otherwise to use it in the manner envisaged, but is entitled to assume that the Principal is entitled to all rights towards third parties that are necessary for the implementation of the order. The Principal gives explicit assurance that it has these rights.
- (3) If fonts or application software are provided by the Principal in order to be able to process the data supplied by it further, the Principal gives assurance to the Contractor that it is entitled to this limited transfer of usage. The Contractor gives assurance to the Principal that it will only use these fonts or application software to process the specific order.
- (4) The Principal is obligated to hold the Contractor harmless and to indemnify it towards all claims that are filed by third parties due to infringements of copyrights, ancillary copyrights, other industrial property rights or personal rights. The Contractor must notify such claims to the Principal immediately and notify it of the dispute if claims are filed against it in court. If the Principal does not join the proceedings in response to the announcement of the dispute as an intervenor, the Contractor is entitled to recognise the claim of the Plaintiff and to hold itself harmless towards the Principal without consideration of the legality of the recognised claim.

XVIII. LIABILITY OF THE INTERMEDIARY If an intermediary in the print order acts on behalf of a third party, it is liable for the recoverability of the Contractor's receivable as a guarantor and payer. However, the Contractor is entitled to demand the payment of the open receivable from the

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intermediary only after a failed reminder of the Principal. The intermediary undertakes to impose the rights of the Contractor on its principal.

XIX. RETENTION OF TITLE

- (1) The goods delivered remain the property of the Contractor until full payment of the delivery price.
- (2) The following terms and conditions only apply for business relationships with principals that are full merchants pursuant to the Commercial Code (HGB): The goods remain the property of the Contractor until the full payment of all receivables of the Contractor existing on the invoice date against the Principal. With an open account, the property under retention of title is deemed to be security for the balance claim of the Contractor. The receivables of the Principal arising from a resale of the goods under retention of title are already assigned to the Contractor with the issuing of the order to secure all receivables of the Contractor arising from the business relationship. The Principal is entitled and authorised to resell the goods under retention of title based on a contract of purchase, a work contract, a work delivery contract or a similar contract if the ordering from the resale is transferred to the Contractor. In the case of products subject to copyright law, the Principal is obligated to procure for or transfer to the Contractor the usage rights (exploitation rights). The Principal is not entitled to otherwise dispose over the goods under retention of title. At the Contractor's request, the Principal is obligated to announce the assignment to the third-party customer for payment to the Contractor. If the value of the securities existing for the Contractor exceeds its receivable in total by more than 20%, the Contractor is obligated at the Principal's request or a third party impaired by the overcollateralisation of the Contractor to release securities at the Principal's choice.

XX. RIGHT OF RETENTION The Contractor has a right of retention to templates, slides, films and repros, manuscripts, data carriers, raw materials and other items delivered by the Principal pursuant to Section 369 of the Commercial Code (HGB) until the complete satisfaction of all due receivables arising from the business relationship.

XXI. IMPRINT OF NAME OR BRAND The Contractor is entitled to apply its company name or its brand designation to the products to be dispatched, even without special permit from the Principal.

XXII. APPLICABLE LAW, PLACE OF PERFORMANCE, PLACE OF JURISDICTION

- (1) Austrian substantive law applies. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. The language of contract is German.

(2) The place of performance for delivery and payment is the registered office of the Contractor.

(3) The place of jurisdiction for legal disputes regarding the existence or non-existence of a contractual relationship which is subject to these terms and conditions of delivery and payment, or for legal disputes arising from such contractual relationships is for action by the Contractor at the Contractor's choice, the place of jurisdiction of the Contractor or the general place of jurisdiction of the Principal; for legal action against the Contractor solely the general place of jurisdiction of the Contractor. XXIII. ORDER AGREEMENTS All order agreements including subsequent amendments, supplements, etc. must be in writing to be valid. No verbal agreements, e.g. by employees in the field sales team, have been made unless they are confirmed in writing.