

General Terms and Conditions of Sale, Delivery and Service of Gruber Folien GmbH & Co. KG

The Terms and Conditions below apply toward entrepreneurs (Sec. 14 of the German Civil Code (BGB)), legal persons under public law and special funds under public law.

1. General Information: Application of the Terms and Conditions, Prohibition of Assignment, Written Form, Choice of Law, Place of Jurisdiction, Data Processing, etc.

1.1. Our deliveries, services and offers are made exclusively on the basis of these Terms and Conditions of Sale, Delivery and Service (hereinafter referred to as "Terms and Conditions") toward our contract partners (hereinafter also referred to as "Customers"). Deliveries means those made under a purchase contract or a contract for work and materials, services means those under the contract for work and labour or an agency agreement. The Terms and Conditions shall also apply to all future business relations, even if those have not explicitly been agreed upon again. These Terms and Conditions shall be deemed to be accepted upon receipt of the goods or services, at the latest.

We reject any terms of the Customer which are inconsistent with or deviate from our Terms and Conditions, unless we have explicitly agreed, in writing, with their applicability. Our Terms and Conditions shall apply even if we perform the delivery to the Customer, without reservations, in full awareness of the terms of the Customer which are inconsistent with or deviate from our Terms and Conditions.

1.2. The Customer may not assign their claims against us.

1.3. Agreements, contractually provided uses, the assumption of procurement risks, guarantees or other assurances prior to or upon the conclusion of the contract shall only be effective if such are made in writing. A transmission by telecommunication means, in particular by fax or email shall suffice for compliance with the written form, insofar as the copy of the statement is transmitted. The same shall also apply insofar as the written form is required or deemed to be decisive in these General Terms and Conditions.

Any subsequent agreements made with the Customer (including ancillary agreements, supplements and amendments) in individual cases, shall, in any case, prevail over of these General Terms and Conditions. The written contract or our written confirmation shall be decisive for the contents of such agreements.

1.4. Legally relevant declarations and notifications which are to be made by the Customer to us after the conclusion of the contract (e.g. determination of periods, notification of defects, statements on withdrawal or reduction) shall be made in writing to be effective.

1.5. We have not made any further agreements or oral promises, in particular about contractually provided uses, the assumption of procurement risks, guarantees or other assurances. Persons acting for us are not entitled to make oral changes of the pre-formulated text of the contract, to make additional oral agreements or to give oral promises which go beyond the contents of the written contract.

1.6. The substantive law of the Federal Republic of Germany shall apply to these Terms and Conditions and all legal relations between us and the Customer, to the exclusion of the international conflict of laws and uniform law, in particular, to the exclusion of the Vienna UN-Convention on Contracts for the International Sale of Goods dated 11 April 1980 ("CISG").

The language of the contract and of any negotiations shall be German.

1.7. Place of fulfilment for the obligations of the Customer and for our obligations shall be at the registered office of our company.

1.8. If the Customer is an entrepreneur, a legal person under public law or a special fund under public law, the exclusive - even international - place of jurisdiction for any and all current and future claims arising from the contractual relationship, including notes receivable and cheque receivables, shall be at the registered office of our company. This place of jurisdiction shall also apply, if the Customer has no general place of jurisdiction in Germany, relocates their place of residence or usual place of residence from Germany after the conclusion of the contract or if their place of residence or usual place of residence is unknown at the time an action is filed before the court.

1.9. We process and use the Customer's personal data only for the purpose of handling the contract, supporting customers, for market and opinion research and for our corporate advertising actions. The Customer, thus, agrees that we may, by using IT applications, store, process and use their data for our corporate purposes. The Customer agrees, in addition, that such data may be disclosed to third parties who grant us credits or insure our claims against the Customer, to the extent necessary.

2. Offer, Scope of the Delivery or Service, Sub-Contracts, Force Majeure, Delivery/ Service Period, Transfer of Risk, Acceptance

2.1. Our offers are subject to change and non-binding, unless they are explicitly identified as binding or contain a certain period for acceptance. Statements of acceptance and any and all purchase orders shall require our written confirmation to be legally effective. If we commence performing a delivery or service, without an explicit written agreement or confirmation, a contractual relationship will only be justified by our complete delivery or service.

The Customer shall be bound by their offer (purchase order) for 4 weeks after the date of receipt of their purchase order.

2.2. Our written order confirmation shall be decisive for the scope of the delivery or service, in case of an offer made by us, the latter shall be decisive, insofar as it is accepted and no order confirmation has been presented.

2.3. Documents such as, e.g. cost estimates, drawings, figures, measures, weights or other performance data shall only be binding, if that was explicitly agreed in writing. We reserve a right of ownership and copyright to cost estimates, drawings, plans and other documents (e.g. also in case of tenders).

2.4. We shall be entitled to grant sub-contracts.

2.5. We shall be entitled to change the object of our delivery or service compared to the sample, offer or the contractual description to improve our delivery or service within the meaning of a production or technical progress, insofar as the intended use or the usability will not be affected thereby, insofar as the value remains or is increased and the changes are reasonable for the Customer. Otherwise, see Art. 7 regarding the customary deviations.

2.6. Partial deliveries/partial services shall only be permitted to a reasonable extent and must be independently billable, insofar as the interests of the Customer remain ensured, in particular if the scope of delivery/service is not changed and the delivery/service made in parts and in timely sections is reasonable to the Customer by taking into account the type of the subject of the contract and their typical use.

2.7. The period of delivery or service commences upon posting of the order confirmation, in case of an offer by us at the time of its acceptance, however not prior to the complete clarification of all details on the performance. Precondition for the compliance with the period of delivery or service is the fulfilment of the Customer's contractual duties. The agreed period of delivery or service will be prolonged by the period by which the Customer is in default of their obligations under this or any other contract belonging to the on-going business relationships. Our rights arising from the default of the Customer shall remain unaffected thereby. The same shall apply to the date of delivery or services.

The period shall also be deemed to be complied with if the subject of the contract was sent no later than on the 15th calendar day after the date of delivery and service, or when a notification was made on the readiness for shipment.

2.8. We will not be liable for the impossibility of the delivery/service or for delays in delivery or service, insofar as such was caused by force majeure or other events not foreseeable at the time of conclusion of the contract (e.g. operational interruptions of any type, difficulties in the procurement of material or energy, transport delays, strikes, justified lock-outs, lack in labour, energy or raw materials, difficulties in the procurement of necessary permits from authorities, measures by authorities or due to a lack of or incorrect or untimely supplies by the Supplier), which are not attributable to us. Insofar as the delivery or service are essentially complicated or rendered impossible due to such events and if the impairment is not only temporary, we shall be entitled to withdraw from the contract. In case of temporary impairments, the periods of delivery or service will be extended or the dates of delivery or service will be postponed by the period of the impairment, plus an appropriate start-up period. Insofar as the delivery/service is unreasonable to the Customer due to the delay of the acceptance, they may withdraw from the contract by an immediate written declaration to us.

2.9. In case of a delay of delivery or service, the Customer may only withdraw from the contract after the unsuccessful expiry of a reasonable grace period of no less than 14 calendar days prescribed by them in writing, unless the granting of a grace period can be waived by virtue of the law, insofar as the delivery/service has not been notified to them as being ready for shipment. The same shall apply in case of a partial delay or a partial impossibility.

Insofar as we are in default of compliance with bindingly promised periods and deadlines, the Customer shall be entitled to a compensation for delay of 0.5 % of the invoice value for each complete week of the delay, however to a maximum of 5 % of the invoice value of the deliveries and services affected by the delay. We reserve the right to demonstrate that no damage was caused to the buyer or only a lower damage than the above flat-rate. Any claims going beyond that shall be excluded, unless we are responsible for the delay due to, at least, gross negligence or it is damage arising from the injury of life, health or body for which we are at least responsible due to negligence.

2.10. The risk (transport risk and risk of remuneration) shall pass to the Customer upon hand-over of the deliverable to the Customer, forwarder, carrier or any other person designated for the performance of the shipment, regardless of whether it is made by their own or third-party means of transport. The same shall also apply in case of a carriage paid delivery. If the shipment is delayed due to circumstances attributable to the Customer, the risk shall be transferred to the Customer from the date of the readiness for shipment; we shall, however, be entitled to effect the insurances requested by the Customer, at the latter's desire and cost.

2.11. If the deliverable is not picked up by the Customer at the agreed date, the shipment will be postponed at the Customer's request or if the Customer fails to pick up the goods or the deliverable after notification of provision, including one reminder, the costs arising from storage and financing, however at least 0.5 % of the invoice value of the affected deliveries and services, will be invoiced to the Customer for each complete month of the delayed acceptance,

however no more than 5 % beginning with the expiry of the agreed date, the notification of readiness for shipment or the receipt of the reminder, unless the Customer demonstrates that lower costs have arisen. We explicitly reserve the right to assert a higher damage. We insure the delivery in the name and for the account of the Customer, at request.

We shall, however, be entitled to otherwise dispose of the subject of the contract after the determination and unsuccessful expiry of a reasonable period, and to deliver another deliverable to the Customer with a reasonably extended period.

In case of an agreement on additional or addendum orders which result in a delay of delivery/service of the deliverable, the above provisions shall apply, mutatis mutandis.

2.12. In the event that we withdraw from the contract due to a delay of acceptance or default of payment or for other reasons attributable to the Customer, we shall be entitled to request damages for non-fulfilment, at our choice, notwithstanding our other rights. In this case, we shall be entitled, to claim 10 % of the net value of the delivery/service as flat-rate damages, notwithstanding the option to request higher actual damages. The Customer shall be entitled to demonstrate that no damage was caused to us or that it is significantly lower than the above flat-rate.

2.13. Delivered objects shall be received by the Customer notwithstanding their rights under Art. 5, even if they insignificantly deviate from the agreed quality or if they are only insignificantly restricted in their usability.

2.14. Insofar as we procure goods or services which we use for fulfilling our contractual duties toward our customer, we perform incoming goods inspections or other controls only in our own interest and according to our own needs.

2.15. The goods delivered by us will be produced according to agreements made with the Customer. The Customer shall be obliged to test the goods for their fitness for the intended purpose. That shall apply, in particular, in relation to intended filler material for packaging (e.g. regarding interactions between packaging material and filler material, migrations) and for the handling after processing (e.g. transport, redistribution, storage conditions).

3. Prices and Payment Conditions

3.1. Prices shall be prices in Euro and shall apply ex works / warehouse, excluding loading, packaging and insurance, unless specifically agreed. The prices are exclusive of value added tax at the legal rate.

We will insure the transport of the goods in the name and for the account of the Customer, at request.

3.2. If one or several of the following factors, such as energy costs and/or wage costs and ancillary wage costs and/or costs for raw materials or pre-materials and/or consumables and supplies and/or costs for the procurement of the deliverable, if such is procured from sub- or pre-suppliers, will change in the period between the conclusion of the contract and the date of delivery/service, we shall be entitled to adapt the prices by the amount by which the costs of acquisition or production of the deliverable have increased. But, those costs mentioned in sentence 1 which have reduced in the period mentioned in clause 1 will be taken into account as a reduction in such adaptation. In case of price increases, we will present the cost increases and reductions to the customer regarding their type and amount, at the Customer's request. In the event that the price increase exceeds 5 % of the originally agreed price, the Customer shall have a right of withdrawal.

3.3. Any rebates or other discounts which might have been agreed shall apply only in case of the proper fulfilment of any and all contracts between the Customer and us which are pending or are partly unfulfilled upon conclusion of the contract.

3.4. We accept cheques only in case of an agreement and only for payment. Expenses shall always be borne by the Customer and will be due immediately.

3.5. Our representatives and other employees are not entitled to accept payments and other dispositions without a written authorisation to collect.

3.6. The retention of payments or set-off with counter-claims of the Customer shall be prohibited, apart in case of justified notices of defects in accordance with Art. 3.7, unless the counter-claims are undisputed, ready for decision-making or have been found to be legally effective.

3.7. The agreed price shall be paid within 30 days after the delivery and receipt of the invoice, unless justified notices of defect apply. In case of justified notices of defect, the Customer's payments may be withheld to the extent to which they are in an appropriate proportion to the defects. If a notice of defect is unjustified, we shall be entitled to request the Customer to reimburse us for the expenses we have incurred.

3.8. In case of default, we shall be entitled to request the legal interest rate and the flat-rate for the damage caused by default. We reserve the right to assert further damages in case of default.

In case of default, any and all of our other claims against the Customer under other deliveries and services will fall due immediately, despite any agreements on maturity or deferment.

3.9. In the event that our claim for consideration is endangered due the Customer's inability to pay, and if we recognise this endangerment only after the conclusion of the contract, we shall be entitled to request the payment of the purchase price before the delivery of the goods, regardless of the payment term specified in the contract. If the Customer fails to comply with this request or if they do not provide security by any third party, we shall be entitled to withdraw from the contract by reserving claims for damages after the expiry of 14 days.

4. Retention of Title

4.1. We retain the ownership in the deliverable (goods subject to retention of title) until the fulfilment of all claims (including any and all account balances from current account), to which we are entitled against the Customer for any legal reason, now or in the future.

The inclusion of individual claims in an on-going invoice and the balancing of the account and their recognition shall not affect the retention of title.

The Customer shall be obliged to treat the goods subject of retention of title with care, they are, in particular obliged to sufficiently insure these goods at their own expense against damage caused by fire, water and theft for their new value. Insofar as maintenance and inspection work is necessary, the Customer shall perform it regularly at their expense. The Customer must immediately inform about any damage or destruction of the goods.

4.2. Any processing or machining of the goods subject to retention of title shall be made for us as manufacturer within the meaning of Sec. 950 of the BGB without any obligation on our part. The processed and machined goods shall be deemed to be goods subject to retention of title within the meaning of Art. 4.1. In case the Customer processes, joins and mixes the goods subject to retention of title with other goods not owned by us, we shall be entitled to a pro-rated

co-ownership in the new object in the proportion of the invoice value of the goods subject to retention of title to the invoice values of the other goods used.

If our ownership is cancelled by the processing, jointing or mixing, the Customer transfers to us, as of now, the ownership rights to the new stock and the object in the scope of the invoice value of the goods subject to retention of title to which they are entitled.

The Customer will store the co-ownership for us, free of charge.

Our co-ownership rights apply like goods subject to retention of title within the meaning of Art. 4.1.

4.3. The Customer may only sell the goods subject to retention of title in the usual course of business under conditions which are customary in the business and for as long as they are not in default, provided that the claims from the re-sale will be transferred to us in accordance with Articles 4.4 to 4.6. They shall not be entitled to make other dispositions regarding the goods subject to retention of title.

4.4. The Customer assigns to us, already as of now and in full, any claims arising from the re-sale or any other legal reason (e.g. insurance, tort) regarding the goods subject to retention of title (including any and all balance claims from current accounts). They shall be used to secure our claims to the same extent as the goods subject to retention of title in accordance with Art. 4.1. If the goods subject to retention of title are sold together with other goods not sold by us, the claim from the re-sale will be assigned to us in proportion of the invoice value of the goods subject to retention of title to the invoice values of the other used goods. Upon sale of goods in which we hold a co-ownership share in accordance with Art. 4.2, we shall be assigned a share in proportion to our co-ownership share. If the goods subject to retention of title are used by the Customer to fulfil a contract for work, the claims arising from the contract for work will be assigned to us to the same extent, in advance. We accept the above assignments.

4.5. The Customer shall be entitled to collect claims from the re-sale. This authorisation of collection will be cancelled if we revoke it. We will only use our right of revocation, if we learn of circumstances which result in an essential impairment of the Customer's asset situation which endangers our claim for payment, in particular in case of default of payment, in case of dishonouring of a bill of exchange or cheques or the application for initiation of insolvency proceedings.

The Customer shall, at our request, be obliged to immediately inform their buyers of the assignment to us and shall provide us with the documents necessary for collection.

4.6. If the contractual provisions between the third-party debtor and the Customer contain an effective restriction of the authorisation of assignment or if the third party makes the assignment dependant on their consent, we shall immediately be informed thereof. In this case, we will hereby irrevocably be authorised according to the above Art. 4.5 to collect the claim to which we are entitled in the name and for the account of the Customer. The Customer hereby simultaneously grants the third party debtor payment instructions in our favour.

The Customer shall immediately inform us about a pledge or other impairment by third parties. The Customer shall bear all costs which need to be paid to cancel the access to or for the return transport of the goods subject to retention of title, unless such are reimbursed by third parties.

4.7. If the realisable value of the securities existing for us, sustainably exceeds our claims, in aggregate, by more than 20 %, we shall be obliged to release securities, at our choice, and at the request of the Customer or any third party impaired by our excess-security.

4.8. In case of violations of duties of the Customer, in particular in case of default of payment, we may withdraw from the contract by complying with the legal provisions - notwithstanding any further claims for damages. In this case, the Customer shall be obliged to surrender and assign claims for surrender. For the purpose of taking the goods subject to retention of title back, we shall be entitled to access the Customer's operation. The same shall apply if other circumstances occur from which conclusions can be drawn regarding an essential impairment of the Customer's asset situation and which seriously endanger our claim for payment.

5. Material and Legal Defects

5.1. Documents or information on the object of delivery and service, on the intended use (e.g. drawings, figures, measures, weights, values in use and other performance data), regardless of whether they were explicitly agreed in writing or not, only constitute descriptions or identifications and no guarantees, assured properties, contractually provided uses or the like and shall be considered as approximations. Deviations customary in the industry shall remain reserved, insofar as they are reasonable for the Customer, i.e. in particular if the value of the goods is maintained or improved thereby.

Our drivers or third-party drivers are not authorised to receive notices of defects.

Notices of defects shall in any case be excluded after processing or machining, insofar as the defect was recognisable during an inspection in the condition of the delivery at the time of delivery.

5.2. The Customer shall immediately and thoroughly inspect the goods after their receipt for as long as it is in the condition at the time of delivery or upon pick-up and must immediately report any defects, in writing, however no later than one week after receipt of the deliverable. In case of a non-compliance with the notice period, any assertion of claims for warranty and defects shall be excluded and the delivery or service shall be deemed to be approved. If such a defect is revealed later (hidden defect), the Customer shall be obliged to notify us immediately after having discovered the hidden defect, otherwise the above clause 2 shall apply, *mutatis mutandis*. The timely posting of the notice by the Customer shall suffice for the timeliness of the notification. The defective objects shall be made available for inspection by us in the condition in which they are at the time the defect was detected. Surplus and short weights/deliveries within the commercially customary tolerances will not entitle to complaints and price reductions.

5.3. Rights arising from material defects shall become statute barred in 12 months, if these are newly produced objects or work services. That shall not apply insofar as the law prescribes longer periods. In case of a delivery of used goods, any rights for material defects shall be excluded - notwithstanding legal provisions and other agreements. The shortened limitation and the exclusion of the liability shall not apply in cases of an intentional or negligent injury of life, body or health or an intentional or grossly negligent violation of duties on our part, in case of a malicious non-disclosure of a defect, in case of an applicable guarantee on the quality or in case of claims under the product liability act. The legal regulations on commencement, expiry, suspension and new start of the limitation periods shall remain unaffected, unless otherwise agreed.

The expiry of the warranty period shall be suspended during the subsequent performance. In addition, the performance of warranty work will not result in any extension of the warranty, unless special circumstances occur which result in a new start of the limitation. Even a precautionary exchange of device parts will regularly only be made to eliminate notified defects and will otherwise not be deemed as a recognition of the warranty claim within the meaning of Sec. 212 (1) no 1 of the BGB.

5.4. In case of material defects, we shall initially be given the opportunity to make a subsequent performance within a reasonable period during which we, at our choice - and notwithstanding

Sec. 478 of the BGB - either eliminate the defect or deliver a defect-free object. In the latter case, the Customer shall be obliged to return the defective object at our request under the legal provisions. If the subsequent performance fails or if we finally and seriously reject the subsequent performance or if we are entitled to reject the subsequent performance in accordance with Sec. 439 (3) of the BGB or if the subsequent performance is unreasonable for the Customer or if a case as defined in Sec. 323 (2) of the BGB applies, the Customer may withdraw from the contract or reduce the consideration - regardless of any claims for damages.

The Customer shall grant us the time necessary and the opportunity to perform all repairs and replacement deliveries which we consider necessary, at our discretion, otherwise we shall be released of any liability for defects.

The Customer shall only be entitled to eliminate the defect or have it eliminated by third parties and to request the reimbursement of the necessary costs from us in urgent cases of pending danger or in case of an endangerment of the operational safety or to avoid unreasonably large damage of which we must be notified immediately or in case that we are in default of the elimination of a defect. The Customer's right to eliminate a defect shall not apply if we were authorised to reject a subsequent performance under the legal provisions.

5.5. Rights for defects shall not apply, subject to Sec. 478 of the BGB, in case of an only insignificant deviation from the agreed quality, an insignificant impairment of the usability, in case of a natural wear or damage which arises due to defective or negligent treatment or storage, excessive use, unsuitable operating material, defective work or which arise due to special external influences which are not a precondition according to the contract. If the Customer or third parties perform improper changes or service work, no rights for defects shall apply to those and the consequences arising therefrom.

The EC Declarations of Conformity, manufacturers declarations or other declarations made and documents provided on our part in this connection shall no longer be valid, if unauthorised changes were made to the product.

5.6. Recourse claims of the Customer against us in accordance with Sec. 478 of the BGB (recourse by the entrepreneur) shall only exist insofar as the Customer has not made any agreements with their buyer which go beyond the legal claims for defects. Art. 5.7 below shall apply to the extent of the Customer's recourse claim against us in accordance with Art. 478 (2) of the BGB.

5.7. Claims of the Customer for any expenses necessary for the purpose of subsequent performance, in particular costs of transport, travel, labour and material shall be excluded insofar as the expenses increase since the object of delivery was subsequently transported to a place other than the branch of the Customer, unless the transport is in line with the intended use.

5.8. We will not bear the costs for external packaging of defective deliveries and new packaging of replacement deliveries, unless they constitute claims for recourse of the Customer against us in accordance with Sec. 478 of the BGB, then we shall be liable according to Art. 6 or if we were originally obliged to provide the packaging.

5.9. Complaints about partial deliveries will not entitle to a rejection of the remaining deliveries, unless the Customer has no interest in the latter due to the defects in the partial deliveries.

5.10. We will accept no liability for claims for defects relating to the fact that the deliverable complies with provisions which apply outside of the territory of the Federal Republic of Germany which go beyond the German provisions.

5.11. In case of legal defects, the provisions in Articles 5.1 to 5.10 shall apply, mutatis mutandis.

6. Claims of the Customer in Case of Delay of Delivery, Impossibility and other Violation of Duties and Limitation of Liability

6.1. Any claims for damages of the Customer for the delay of the delivery, for impossibility of the delivery and based on other legal reasons, in particular due to the violation of duties arising from the debt relationship and from tort shall be excluded, unless otherwise provided for in Articles 6.2 to 6.8. That shall also apply to the Customer's claims for reimbursement of expenses.

6.2. The above exclusion of liability shall not apply

a) in case of intent or gross negligence;

b) to damage arising from the injury of life, body or health which was caused by a negligent violation of any duty on our part or any intentional or negligent violation of the duty of our legal representative or our vicarious agents;

c) to claims under the product liability act;

d) according to other mandatory legal provisions; or

e) to the violation of essential contractual duties for which we are responsible.

The claim for damages due to the violation of essential contractual duties shall, however, be limited to the foreseeable, direct damage which is typical for the contract, unless liability applies in case of intent or gross negligence or due to negligent or intentional injury of life, body or health. Essential contractual duties mean duties whose fulfilment only enable the proper performance of the contract and on the compliance of which the Customer may regularly rely, this includes, in particular, the obligation for a timely delivery/service, the freedom from defects which more than insignificantly impair the functioning or fitness for the intended purpose of the deliverable as well as duties of consultation, protection and custody which should enable the Customer to use the delivery/service in accordance with the contract or serve the protection of the body or life of personnel and clients of the Customer or the protection of their property against significant damage. Foreseeable direct damage typical to the contract means damage which we have foreseen upon conclusion of the contract as a possible direct consequence of the realised violation of the contract or which we knew or should have known or should have foreseen in accordance with the circumstances. Indirect damage and consequential damage which is the consequence of defects of the delivery/service can only be reimbursed insofar as such damage was typically to be expected for the use of the delivery/service according to their intended use.

In case of a liability for simple negligence, our duty of reimbursement for material damage and further pecuniary damage resulting therefrom shall be limited to an amount of € 2,000,000.00 per event of damage (according to the current sum insured under our product liability insurance or liability insurance), even if it is a violation of essential contractual duties.

The above regulations shall not be connected with any change of the legal burden of proof to the detriment of the Customer.

6.3. The above exclusion of liability and the above restriction of liability shall apply, to the same extent, in favour of our bodies, legal representatives, employees and other vicarious agents.

6.4. Insofar as the Customer is entitled to claims for damages and reimbursement of expenses due to defects under the above Articles 6.1 to 6.3, they shall become statute barred upon expiry of the limitation periods applicable to claims for material defects as defined in the above

Art. 5.3. In case of claims for damages under the product liability act, the legal provisions on limitation shall apply.

6.5. The above exclusions or restrictions of liability shall not apply insofar as a stricter liability is prescribed in the contract or if a stricter liability can be derived from the other contents of the debt relationship, in particular from the acceptance of a guarantee or a procurement risk.

6.6. The Customer may not request damages instead of performance if the violation of the duty on our part is insignificant.

6.7. Insofar as we provide technical information or become active as consultants and unless this provision of information or this consultancy is part of our owed, contractually agreed scope of services, this will be done free of charge and to the exclusion of any liability, unless in case of gross negligence and intent.

6.8. Notwithstanding the above restrictions, any right of the Customer to withdraw from the contract under legal provisions shall remain unaffected thereby. In case of violations of duties other than a defect of the goods, it shall be necessary that we are responsible for this violation of duty.

7. Technical Conditions and Customary Deviations

Our *Technical Terms and Conditions* shall apply, which also provide for deviations in weight, quantity, measures and colour or by the nature of the material used. Unless effectively laid down in the *Technical Terms and Conditions*, the customary deviations shall otherwise apply.

8. Print, Provision of Print Documents, Colour Deviations, Customer's Duty of Inspection

8.1. If the Customer orders a print without providing a template, they will receive a galley proof from us. The Customer shall be obliged to verify this galley proof for correctness. The galley proof shall be deemed to be approved and in conformity with the contract, unless we receive a written change request within five calendar days.

8.2. Insofar as the Customer provides us with print documents we shall only be obliged to verify the provided print documents for identity, completeness and obvious defects. We shall not be obliged to inspect them for hidden defects, such as e.g. errors by the author, screen angle, screen ruling, suitability of the material, unless such are obvious. Insofar as the provided print documents contain such hidden defects, we shall be entitled to charge on to the Customer any extra costs which arise therefrom.

8.3. In case of colour prints and painting of goods, no complaints can be made for minor colour deviations from the original, unless such are unreasonable for the Customer. Changes in design and colour can no longer be made after the approval of the galley print.