

**General Terms and Conditions of Sale and Delivery  
exclusively for orders via the online shop  
of Gruber Folien GmbH & Co. KG**

The following Terms and Conditions apply exclusively to entrepreneurs (Section 14 of the German Civil Code (BGB)), legal entities under public law and special funds under public law in relation to online orders made via the website of Gruber Folien GmbH & Co. KG. Consumers (Section 13 BGB) are not permitted to place effective orders via the online shop of Gruber Folien GmbH & Co. KG and shall not be supplied by Gruber Folien GmbH & Co. KG if it is aware that this is the case.

**1. General information: Validity 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 in our online shop are made exclusively on the basis of these Terms and Conditions of Sale, Delivery and Service (hereinafter referred to as "Terms and Conditions") to our contractual partners (hereinafter referred to as "Customers"). Deliveries are understood to relate to a purchase contract or contract for work and materials; services are understood to relate to a contract for work and services or agency agreement. The Terms and Conditions also apply to all future business relationships, even if they are not expressly agreed again. These Terms and Conditions shall be deemed to have been accepted at the latest on receipt of the goods or services.

We do not accept any terms and conditions of the Customer that contradict or deviate from our Terms and Conditions, unless we have expressly agreed to their validity in writing. Our Terms and Conditions also apply if we carry out the delivery to the Customer without reservation in the knowledge of conflicting or deviating terms and conditions of the Customer.

**1.2.** The Customer cannot assign claims against us.

**1.3.** Agreements, contractually stipulated uses, the assumption of procurement risks, guarantees and other assurances made before or on conclusion of the contract are only effective if they are in written form. Telecommunication transmission, in particular by fax or email, is sufficient to comply with the requirement of written form, provided that a copy of the declaration is submitted. The same also applies insofar as written form is required by these Terms and Conditions or is regarded as definitive.

Subsequent individual agreements made in specific cases with the Customer (including ancillary agreements, additions and amendments) shall in any case take precedence over these Terms and Conditions. The written contract or our written confirmation is definitive for the content of such agreements.

**1.4.** Legally relevant declarations and notifications that are to be made to us by the Customer after conclusion of the contract (e.g. setting of deadlines, reports of defects, declarations of withdrawal or reduction) must be made in writing to be effective.

**1.5.** No other agreements or verbal promises, in particular regarding contractually stipulated uses, the assumption of procurement risks, guarantees or other assurances, have been made by us. The persons acting for us are not authorised to make verbal changes to the pre-formulated text of the contract, to make verbal ancillary agreements or to give verbal assurances that go beyond the content of the written contract.

**1.6.** These Terms and Conditions and all legal relationships between us and the Customer are governed by the substantive law of the Federal Republic of Germany, excluding international

conflict of laws and uniform law, in particular the UN Vienna Convention of 11 April 1980 ("CISG").

The contract and negotiation language is German.

**1.7.** The place of performance for the Customer's obligations and for our obligations is the registered office of our company.

**1.8.** For all current and future claims arising from the business relationship, including claims relating to bills of exchange and cheques, the exclusive – and international – place of jurisdiction is our company headquarters, if the Customer is a merchant, a legal entity under public law or a special fund under public law. This place of jurisdiction also applies if the Customer does not have a general place of jurisdiction in Germany, moves his place of residence or usual place of residence outside Germany after conclusion of the contract or his place of residence or usual domicile is not known at the time the action is filed.

**1.9.** We process and use the personal data of the Customer only for the purpose of contract processing, Customer support, our own market and opinion research and our own promotions. The Customer accepts that his data is stored, processed and used by us for the aforementioned operational purposes. The Customer also accepts that this data will be passed on to third parties who grant us credit or insure our claims against the Customer to the extent required, insofar as this is necessary for fulfilment of the contract by us.

## **2. Offer, order process, scope of delivery or service, subcontracts, force majeure, delivery/service time, transfer of risk, acceptance**

**2.1.** The range of products offered in our online shop is subject to change and is not an offer in the legal sense.

**2.2.** By clicking the "Add to basket" button, the Customer can place goods in the virtual shopping basket. This process is non-binding and does not constitute an offer of contract. After clicking the "Go to checkout" button, the Customer can check the content of the order including the Customer details in the form of billing address, VAT registration number and delivery address, before submitting a binding order. The Customer can correct any order details there via change fields. By clicking the "Buy now" button, the Customer submits a binding offer ("Order") to us for the conclusion of a purchase contract. After placing the Order, the Customer receives an automatically generated email from us, which confirms receipt of the Order and includes its details (confirmation of receipt). This confirmation of receipt does not constitute acceptance of the contract.

The Customer is bound by the Order for a period of two weeks after placing it. A purchase contract is only concluded when we accept the Order by a declaration or by delivery of the ordered goods.

By placing an Order, the Customer confirms that he is making an offer of contract in his capacity as an entrepreneur. The Customer is not entitled to the statutory right of withdrawal as he does not have consumer status.

By clicking on the "I have read the General Terms and Conditions and hereby accept them" button, the Customer also accepts these General Terms and Conditions of Sale and Delivery as exclusively definitive for the legal relationship with us. The Customer can save or print these General Terms and Conditions of Sale and Delivery. The text of the contract is retained after conclusion of the contract and is accessible to the Customer. Likewise, the Customer can save and/or print the contents of his Order immediately after placing the Order and also view it at any time via the "My Account" function. We also make the contractual provisions, including these

General Terms and Conditions of Sale and Delivery, available to the Customer in text form after placing his Order, at the latest on delivery of the goods.

**2.3.** We are entitled to subcontract.

**2.4.** If and insofar as it does not affect the intended purpose or usability, the value is retained or increased and the changes are reasonable for the Customer, we have the right to change the object of our delivery or service compared to the sample, the offer or the contract description in order to improve our delivery or service in line with production or technical progress. Otherwise, see section 7 for the customary deviations.

**2.5.** Partial deliveries/partial services are permissible to a reasonable extent and can be invoiced separately, provided that the interests of the Customer are safeguarded, in particular the scope of delivery/service is not changed and it is reasonable to expect the Customer to accept delivery/performance in parts and at intervals, taking into account the nature of the contractual object and its typical use.

**2.6.** We are not liable for the impossibility of delivery/performance or for delivery or performance delays if they are caused by force majeure or other events not foreseeable at the time of conclusion of the contract for which we are not responsible (e.g. operational disruptions of all kinds, difficulties in the procurement of materials or energy, transport delays, strikes, legal lockouts, lack of manpower, energy or raw materials, difficulties in obtaining the necessary official permits, official measures, virus attacks and other attacks by third parties on our IT system insofar as these have been caused despite exercising due care in complying with protective measures, obstacles resulting from German, US or other applicable national, EU or international regulations of foreign trade law or missing, incorrect or late deliveries by our suppliers). If the delivery or service is made significantly more difficult or impossible by such events and the hindrance is not only of a temporary duration, we are entitled to withdraw from the contract. In the event of obstacles of temporary duration, the delivery or service periods shall be extended or the delivery or service dates shall be postponed by the period of the hindrance plus a reasonable start-up period. If the Customer cannot reasonably be expected to accept the delivery/service as a result of the delay, he may withdraw from the contract by prompt submission of a written declaration to us.

**2.7.** In the event of a delay in delivery or performance, the Customer may only withdraw from the contract after the fruitless expiry of a reasonable grace period of at least 14 calendar days specified by him in writing, unless a grace period is dispensable by law, insofar as the delivery/service has not been reported as ready for dispatch by then. The same applies in the event of partial delay or partial impossibility.

If we are in default of compliance with binding periods and deadlines, the Customer is entitled to default compensation in the amount of 0.5% of the invoice value for each completed week of the default, but in total no more than 5% of the invoice value of the deliveries and services affected by the default. We reserve the right to prove that the Customer has suffered no damage at all or less damage than the above sum. Further claims are excluded, unless we are responsible for the delay at least through gross negligence or damage involves injury to life, limb or health for which we are at least negligently responsible.

**2.8.** The risk (risk of transport and risk of remuneration) passes to the Customer on handover of the delivery item to the Customer, freight forwarder, carrier or other persons designated to carry out the shipment, regardless of whether by their own or third-party means of transport. This also applies in the case of postage-paid delivery. If the shipment is delayed due to circumstances for which the Customer is responsible, the risk shall pass to the Customer from the date of readiness for shipment; however, we are obliged, at the request and expense of the Customer, to provide any insurance that the Customer requires.

**2.9.** If the object of the contract is not picked up by the Customer on the agreed date, if the shipment is postponed at the request of the Customer or if the Customer does not pick up the goods or the object of the service after notification of provision, including a reminder, the Customer shall be charged the costs incurred by storage and financing, at least 0.5% of the invoice value of the affected deliveries and services for each completed month of delayed acceptance, but no more than a total of 5%, starting from expiry of the agreed deadline, notification of readiness for shipment or receipt of the reminder, unless the Customer proves that lower costs have been incurred. The right to claim higher damages is expressly reserved. On request, we shall insure the item in the name and on account of the Customer.

However, we are entitled, after setting and fruitless expiry of a reasonable deadline, to dispose of the object of the contract in another way and to supply the Customer with another object with a reasonably extended deadline.

In the case of the agreement of additional or supplementary orders which lead to a delay in delivery/performance of the object of the contract, the aforementioned provisions shall apply accordingly.

**2.10.** In the event that we withdraw from the contract due to default of acceptance, default of payment or for other reasons for which the Customer is responsible, we are entitled to demand compensation for non-performance at our discretion, without prejudice to our other rights. In this case, we are entitled to claim 10% of the net value of the delivery/service as flat-rate compensation, without prejudice to the possibility of claiming higher actual compensation. The Customer can prove that we have not suffered any damage at all or that it is significantly lower than the above flat rate.

**2.11.** Delivered items shall be accepted by the Customer without prejudice to his rights under section 5, even if they deviate only insignificantly from the agreed quality or are only insignificantly restricted in usability.

**2.12.** Insofar as we purchase goods or services that we use for the fulfilment of our contractual obligations to our Customer, we shall carry out incoming inspections and other checks only in our own interest and according to our own needs.

**2.13.** The goods delivered by us are manufactured in accordance with the agreements made with the Customer. The Customer is responsible for checking the suitability of the goods for the intended purpose. This applies in particular with regard to any filling material provided for packaging (e.g. with regard to interaction between packaging material and filling material, migration) and to handling after processing (e.g. transport, relocation, storage conditions).

### **3. Prices and terms of payment**

**3.1.** The prices are in euros and, unless specifically agreed otherwise, are ex works/warehouse and exclusive of loading, packaging and insurance. Value added tax in the respective statutory amount is added to the prices.

On request, we shall insure the transport of the goods in the name and on account of the Customer.

**3.2.** If one or more of the following factors – energy costs and/or wage and non-wage costs and/or costs for raw materials and/or auxiliary and operating materials and/or costs for the purchase of the delivery item, if it is purchased from sub-suppliers or upstream suppliers – increases in the period between conclusion of the contract and the delivery date/performance date, we are entitled to adjust the prices by the amount by which the acquisition or production costs of the delivery item have increased. However, if the costs mentioned in sentence 1 decrease in the period mentioned in sentence 1, prices shall be adjusted downwards. In the event of a price change, we shall explain the cost increases and reductions in terms of type and amount at the request of the Customer. In the event that the price increase exceeds 5% of the originally agreed price, the Customer is entitled to withdraw.

**3.3.** Any agreed discounts or other discounts are only valid if all contracts between the Customer and us that were pending or partially unfulfilled at the time of conclusion of the contract have been properly fulfilled.

**3.4.** Cheques are accepted only by agreement and always on account of payment. Expenses are always met by the Customer and are due immediately.

**3.5.** Our representatives and other employees are not authorised to accept payments or other orders without written collection authority.

**3.6.** Withholding of payments or offsetting against counterclaims of the Customer is not permitted, subject to legitimate complaints about defects in accordance with section 3.7, unless the counterclaims are undisputed, ready for decision or legally established.

**3.7.** The agreed price shall be paid within 30 days of delivery and receipt of the invoice, subject to legitimate complaints about defects. In the case of legitimate complaints about defects, payments by the Customer may be withheld to an extent that is proportionate to the defects. If a complaint about a defect is unjustified, we are entitled to demand reimbursement of the expenses incurred by us from the Customer.

**3.8.** In the event of default, we are entitled to demand the statutory interest and the flat-rate compensation for damages caused by default. The right to claim further damages in the event of default remains reserved.

In the event of default, all our other claims from other deliveries or services against the Customer shall become due immediately, notwithstanding any agreements on due dates or deferral.

**3.9.** In the event that our claim to consideration is put at risk by the Customer's inability to pay and this risk becomes apparent to us only after conclusion of the contract, we are entitled to demand payment of the purchase price before delivery of the goods, regardless of the payment method specified in the contract. If the Customer does not comply with this request or does not provide security through third parties, we are entitled to withdraw from the contract after 14 days, subject to any claims for damages.

### **4. Retention of title**

**4.1.** We reserve the right of ownership to the delivery item (reserved goods) until all claims (including all balance claims from a current account) that we are entitled to against the Customer now or in the future for any legal reason have been fulfilled.

The inclusion of individual claims in a current invoice, balancing the account and recognition of that balance do not affect the retention of title.

The Customer is obliged to treat the reserved goods with due care; in particular, he is obliged to insure the goods adequately at his own expense against fire, water and theft damage at replacement value. If maintenance and inspection work is required, the Customer shall carry it out regularly at his own expense. The Customer shall immediately report any damage to or destruction of the goods.

**4.2.** The processing of the reserved goods takes place for us as a manufacturer within the meaning of Section 950 BGB without obligating us. The processed goods are considered to be reserved goods within the meaning of clause 4.1. If the Customer processes, combines or mixes the reserved goods with other goods that do not belong to us, we shall have co-ownership of the new item in proportion to the ratio of the invoice value of the reserved goods to the invoice values of the other goods used.

If our ownership expires due to processing, combination or mixing, the Customer hereby transfers to us the ownership rights to which he is entitled to the new stock and item in the amount of the invoice value of the reserved goods.

The Customer shall retain (co-)ownership for us free of charge.

Our co-ownership rights are deemed to relate to reserved goods within the meaning of clause 4.1.

**4.3.** The Customer may only sell the reserved goods in the ordinary course of business under customary conditions and as long as he is not in default, provided that the claims arising from the resale in accordance with clauses 4.4 to 4.6 pass to us. He is not entitled to dispose of the reserved goods in any other way.

The Customer is also authorised to assign claims from the resale within the scope of genuine factoring, provided that this assignment is reported to us in advance and the consideration from the factoring reaches at least the invoice value of the resold reserved goods. The Customer hereby assigns to us the receivables and other claims against the factor arising from the sale of the claims assigned to us by way of security in order to secure our claims; we accept this assignment. In all other respects, the following clauses 4.4 to 4.6 apply.

**4.4.** The Customer hereby assigns to us in full the claims arising from the resale or any other legal reason (e.g. real factoring, insurance, tort) with regard to the reserved goods (including all balance claims from current accounts). They serve to secure our claims to the same extent as the reserved goods in accordance with clause 4.1. If the reserved goods are sold by the Customer together with other goods not sold by us, the claim from the resale shall be assigned to us in the ratio of the invoice value of the reserved goods to the invoice values of the other goods used. In the case of the sale of goods for which we hold co-ownership in accordance with clause 4.2, a proportion corresponding to our co-ownership share shall be assigned to us. If the reserved goods are used by the Customer to fulfil a contract for work and services, the claim from the contract for work and services shall be assigned to us in advance to the same extent. We accept the aforementioned assignments.

**4.5.** The Customer is entitled to collect claims from the resale. This collection authorisation shall expire in the event of our revocation of it. We shall only make use of our right of

revocation if we become aware of circumstances that result in a significant deterioration in the financial circumstances of the Customer that endangers our payment claim, in particular in the event of late payment, non-payment of a bill of exchange or cheque or application for the opening of insolvency proceedings.

At our request, the Customer is obliged to inform his customers immediately of the assignment to us and to provide us with the documents required for collection.

**4.6.** If the contractual provisions of the third-party debtor with the Customer contain an effective restriction of the assignment authority or if the third party makes the assignment dependent on its consent, we must be notified of this immediately in writing. In this case, we are hereby irrevocably authorised to collect the claim to which we are entitled in the name and for the account of the Customer, in accordance with the above clause 4.5. At the same time, the Customer hereby irrevocably issues payment instructions to the third-party debtor in our favour.

The Customer shall inform us immediately of any seizure or other impairment by third parties. The Customer shall bear all costs that are incurred for the cancellation of access or for the return transport of the reserved goods, unless they are reimbursed by third parties.

**4.7.** If the realisable value of the securities existing for us exceeds our claims by more than 20% in the long term, we are obliged to release securities at our discretion at the request of the Customer or a third party impaired by our over-securitisation to this extent.

**4.8.** In the event of breaches of duty by the Customer, in particular in the event of default of payment, we may withdraw from the contract in compliance with the statutory provisions – without prejudice to further claims for damages. In this case, the Customer is obliged to surrender the goods and to assign claims for surrender. We are entitled to enter the Customer's premises for the purpose of taking back the reserved goods. The same applies if other circumstances occur that indicate a significant deterioration in the financial circumstances of the Customer and seriously endanger our payment claim.

## **5. Material and legal defects**

**5.1.** Documents or information about the object of delivery and performance and the purpose of use (e.g. drawings, illustrations, dimensions, weights, utility values and other performance data), regardless of whether these have been expressly agreed in writing or not, are only descriptions or markings and do not constitute guarantees, warranted properties, contractually stipulated uses or the like, and are to be regarded as approximate. Deviations customary in the industry are reserved to the extent that this is reasonable for the Customer, i.e. in particular if the value of the goods is preserved or improved as a result.

Our drivers and third-party drivers are not authorised to accept complaints about defects.

Complaints about defects are excluded in any case after processing, insofar as the defect was detectable on inspection in the delivered condition.

**5.2.** The Customer shall carefully inspect the goods immediately after receipt, as long as they are in the delivered condition, or on collection, and make any complaints about defects in writing immediately, at the latest one week after receipt of the delivery item. In the event of non-compliance with the notification deadline, the assertion of warranty and defect claims is excluded and the delivery or service shall be deemed to have been accepted. If such a defect only becomes apparent later (hidden defect), the Customer is obliged to inform us immediately after discovery of the hidden defect; otherwise, the above sentence 2 applies accordingly. Timely dispatch by the Customer is sufficient to meet the deadline for notification. The defective items are to be kept ready for inspection by us in the condition in which they are at the time of

the discovery of the defect. Excess and underweight deliveries within customary limits are not grounds for complaint or price reductions.

**5.3.** Rights regarding material defects expire in 12 months in the case of newly manufactured items or work services. This does not apply if the law prescribes longer periods, as, for example, under Sections 445a, 445b and 478 BGB (right of recourse). In the case of delivery of used goods – subject to mandatory legal regulations and other agreements – all rights regarding material defects are excluded. The shortened limitation period and the exclusion of liability do not apply in cases of intentional or negligent injury to life, limb or health, in the case of an intentional or grossly negligent breach of obligation on our part, in the case of fraudulent concealment of a defect, in the case of a relevant warranty covering quality or in the case of claims under the Product Liability Act. The statutory provisions on the beginning, expiry, suspension and restart of limitation periods remain unaffected, unless agreed otherwise.

During supplementary performance, the expiry of the warranty period is limited. In addition, the performance of warranty work does not extend the warranty, unless special circumstances arise that allow the limitation period to begin again. Any precautionary replacement of device parts is usually carried out only for the elimination of reported defects and without recognition of the warranty claim in any another way within the meaning of Section 212(1) No. 1 BGB.

**5.4.** In the case of material defects, we must first be given the opportunity to remedy the defect within a reasonable period of time either by eliminating the defect or delivering a defect-free item at our discretion – subject to Section 478 BGB. In the latter case, the Customer is obliged to return the defective item at our request in accordance with the statutory provisions. If we have installed the defective item in another item or attached it to another item for the Customer, we are entitled to remove the defective item and to install the defect-free item (at our discretion in accordance with sentence 1 above) at our own expense. If supplementary performance fails, we refuse supplementary performance definitively and seriously, we are able to refuse supplementary performance in accordance with Section 439(4) BGB, if the Customer cannot reasonably be expected to accept the supplementary performance, or if there is a case covered by Section 323(2) BGB, the Customer may – without prejudice to any claims for damages pursuant to section 6 – withdraw from the contract or reduce the consideration.

The Customer shall give us the necessary time and opportunity to carry out all repairs and replacement deliveries that appear necessary to us at our reasonable discretion; otherwise we are released from liability for defects.

The Customer has the right to eliminate the defect himself or through third parties and to demand from us reimbursement of the necessary costs only in urgent cases of danger or operational safety, to avert disproportionately large damages, which we must be informed about immediately, or in the event that we are in default of elimination of a defect. The right to self-remedy does not exist if we would be entitled to refuse corresponding supplementary performance in accordance with the statutory provisions.

**5.5.** Subject to Section 478 BGB, defect rights do not exist in the event of only insignificant deviation from the agreed quality, in the event of only insignificant impairment of usability, in the event of natural wear and tear or damage that occurs after the transfer of risk as a result of incorrect or negligent handling or storage, excessive use, unsuitable equipment, defective work or that arises due to special external influences that are not assumed under the contract. If changes or repair work are carried out improperly by the Customer or by third parties, there are also no rights regarding these defects and the resulting consequences.

EC declarations of conformity issued by us, manufacturers' declarations and other declarations and documents submitted in this context shall lose their validity if changes to the product are made that have not been approved by us.

**5.6.** Recourse claims of the Customer against us in accordance with Sections 445a, 478 BGB (recourse of the entrepreneur) exist only to the extent that the Customer has not made any agreements with his customer that go beyond the statutory claims for defects. For the scope of the Customer's right of recourse against us in accordance with Sections 445a(1), 478(2) BGB, the following clause 5.7 applies accordingly.

Recourse claims of the Customer are excluded if the defective delivery item has been further processed by the Customer or another company.

**5.7.** Claims of the Customer based on the expenses required for the purpose of supplementary performance, in particular transport, travel, labour and material costs, are excluded if the expenses increase because the delivery item has subsequently been moved to a place other than the branch of the Customer, unless the transfer corresponds to its intended use.

**5.8.** We shall not bear the costs for the repackaging of defective deliveries or the repackaging of replacement deliveries, unless they represent recourse claims of the Customer against us in accordance with Section 478 BGB, we are liable according to section 6 or we were originally obliged to provide packaging.

**5.9.** Complaints about partial deliveries are not grounds for the rejection of remaining deliveries, unless the Customer has no interest in the latter because of the defects in the partial deliveries.

**5.10.** We do not accept liability for claims for defects based on the delivery item's failure to meet regulations outside the territory of the Federal Republic of Germany that go beyond the German regulations.

**5.11.** In the event of defects of title, the provisions of sections 5.1 to 5.10 shall apply accordingly.

## **6. Claims of the Customer in case of delay in delivery, impossibility of delivery and other breaches of obligation and limitation of liability**

**6.1.** Any claims for damages by the Customer due to delay in delivery, impossibility of delivery or other legal reasons, in particular due to breach of obligations arising from the contractual relationship and tort, are excluded, unless specified otherwise in clauses 6.2 to 6.8. This also applies to claims for reimbursement of expenses by the Customer.

**6.2.** The above exclusion of liability does not apply

**a)** in cases of intent or gross negligence;

**b)** to damages resulting from injury to life, limb or health which results from a negligent breach of obligation by us or an intentional or negligent breach of obligation by one of our legal representatives or vicarious agents;

**c)** to claims under the Product Liability Act;

**d)** in cases governed by other mandatory legal regulations;

**e)** because of the breach of material contractual obligations for which we are responsible.

Material contractual obligations are obligations, the fulfilment of which enables the proper execution of the contract in the first place and on compliance with which the Customer may regularly rely; these include, in particular, the obligation to make timely delivery/perform the service on time, freedom from defects that affect the functionality or usability of the object of the contract more than insignificantly, and consulting, protection and custody obligations which are

intended to enable the Customer to use the delivery/service in accordance with the contract or which serve the purpose of protecting life and limb of the personnel and customers of the Customer or the protection of his property against significant damage. However, claims for damages for the breach of material contractual obligations are limited to the foreseeable damage typical for the contract, unless there is intent or gross negligence or liability is due to negligent or intentional injury to life, limb or health. Typical, foreseeable damage is the damage that we foresaw at the time of conclusion of the contract as a possible consequence of the actual breach of contract or that we should have foreseen, taking into account the circumstances that we knew or should have known. Indirect damages and consequential damages resulting from defects in the delivery/service are only liable for compensation if such damages are typically to be expected when the delivery/service is used as intended.

In the event of liability for simple negligence, our liability for compensation for property damage and resulting financial losses is limited to an amount of €2,000,000.00 per claim (corresponding to the current coverage of our product liability or liability insurance), even if a breach of material contractual obligations is involved.

The above regulations do not entail a change in the legal burden of proof to the detriment of the Customer.

**6.3.** The above exclusion of liability and the above limitation of liability 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 or reimbursement of expenses as a result of defects in accordance with the above clauses 6.1 to 6.3, these shall expire when the limitation periods applicable to claims for material defects in accordance with clause 5.3 above elapse. In the case of claims for damages under the Product Liability Act, the statutory limitation provisions shall apply.

**6.5.** The above exclusions and limitations of liability do not apply if a stricter liability is contractually determined or a stricter liability can be inferred from the other content of the contractual relationship, in particular from the assumption of a guarantee or a procurement risk.

**6.6.** The Customer may not demand compensation for damages in lieu of performance if the breach of obligation on our part is insignificant.

**6.7.** Insofar as we provide technical information or act in an advisory capacity and this information or advice is not part of the contractually agreed scope of services due from us, this is free of charge and excludes any liability, unless there is gross negligence or intent on our part.

**6.8.** Without prejudice to the above restrictions, any legally existing right of the Customer to withdraw from the contract remains unaffected. However, in the case of breaches of obligation that do not consist in a defect in the goods, we must be responsible for this breach of obligation.

## **7. Technical conditions and customary deviations**

Our *Technical Terms and Conditions* apply and also regulate deviations in weight, quantities, dimensions and colour and in the nature of the materials used. Unless the *Technical Terms and Conditions* effectively regulate otherwise, the customary deviations apply.

## **8. Printing, provision of printing documents, colour deviations, inspection obligation of the Customer**

**8.1.** If the Customer orders a print without his own original, he shall receive a proof from us. The Customer is obliged to check this proof for correctness. If we do not receive a written request for changes within five calendar days, the proof is considered to have been approved and to be in accordance with the contract.

**8.2.** If the Customer provides printing documents, we are only obliged to check the printing documents provided for identity, completeness and obvious defects. We are not obliged to check for hidden defects, such as author's errors, screen angles, screen widths or suitability of the material, unless these are obvious. If the printing documents provided have such hidden defects, we are entitled to charge any additional costs incurred as a result to the Customer.

**8.3.** Minor colour deviations from the original are not grounds for complaint in the case of colour prints and painting of goods, as far as this is reasonable for the Customer. After approval of the proof copy, no further changes in design or colour may be made.