General Terms and Conditions of Business, Delivery and Payment

of mediaprint solutions GmbH

1. Scope of validity

Deliveries, services and offers of mediaprint solutions GmbH (contractor) to entrepreneurs within the meaning of § 14 BGB, to legal entities under public law and special funds under public law are made exclusively on the basis of these terms and conditions in the currently valid version. These are an integral part of all contracts concluded with the Client and shall also apply to all future contractual relationships with the Client, even if no separate reference is made to them. Deviating terms and conditions of the Client shall not become part of the contract, even if the Contractor does not expressly object to them. § Section 305b BGB remains unaffected.

2. Conclusion of the contract and prices

2.1 Unless they are marked as binding or contain a deadline for acceptance, the Contractor's offers are subject to change and non-binding. In order for declarations of acceptance and all orders to become legally effective, they must be confirmed by the Contractor in writing, by telex or by e-mail. The prices stated in the order confirmation shall apply. The prices quoted in the Contractor's offers shall apply subject to the proviso that the order data on which the offer was based remain unchanged, but no longer than 4 weeks after receipt of the offer by the Client. The Contractor may accept orders or commissions within 14 days of receipt.
2.2 Unless otherwise agreed, the Contractor's prices are quoted in euros ex works plus the applicable statutory value added tax and, in the case of export deliveries, plus customs duties, fees and other public charges. They do not include packaging, freight, postage, insurance and other shipping costs.
2.3 In the case of orders with delivery to third parties, the customer shall be deemed to be the principal, unless expressly agreed otherwise.
2.4 Changes not caused by the Contractor or other changes required in deviation from the initial artwork, in particular corrections initiated by the Client, shall be invoiced on the basis of the time spent on them. The Client shall also be liable for any downtime of production equipment, including machine downtime, caused by such changes. Subsequent changes shall also include repetitions of test proofs requested by the client due to minor deviations from the original.
2.5 Correction proofs, test typesetting and test prints, sketches, drafts as well as changes to supplied/transferred data and similar preparatory work initiated by the client shall be invoiced.
2.6 Data from the contractual relationship required for business transactions shall be stored by the Contractor. The contractor reserves the right to pass on the data to contracted service providers if necessary for the fulfillment of the contract.

3. Terms of payment

3.1 Payment must be made immediately upon receipt of the invoice without any deductions. Any discount agreement shall not apply to freight, postage, insurance, customs duties, fees or other shipping costs or charges. The invoice shall be issued on the date of delivery, partial delivery or readiness for delivery (obligation to collect, default of acceptance).
3.2 In the case of exceptional advance payments, in particular large quantities of paper and cardboard and special materials, appropriate advance payment may be requested.
3.3 The client may only offset or exercise a right of retention with an undisputed or legally established claim. This shall not apply to any claims by the client for completion or defect rectification costs.
3.4 If it becomes apparent after conclusion of the contract that the fulfillment of the payment claim is jeopardized by the Client's inability to pay, the Contractor may demand advance payment, withhold goods not yet delivered and cease further work. The Contractor shall also be entitled to these rights if the Client is in default of payment for proper deliveries based on the same legal relationship. § Section 321 II BGB remains unaffected.
3.5 If the client does not pay the price including the ancillary costs in accordance with section 2.2 within 10 days of receipt of the invoice, he shall be in default even without a reminder. In the event of default in payment, default interest of 9 percentage points above the base interest rate shall be payable. This shall not exclude the assertion of further damages caused by default.

4. Data delivery

4.1 All data supplied to the Contractor must be backup copies. The Client shall be responsible for storing the originals or a copy of this data. The client is solely responsible for the creation of the data, the execution of all correction processes and the timely delivery in a suitable digital form in accordance with the file formats specified in the order forms. The client shall be liable for the legal conformity, completeness and accuracy of the transmitted data.
4.2 The Contractor shall not be obliged to check the transmitted data for legal admissibility or possible infringement of third-party rights. Liability and responsibility for product defects resulting from a non-specification-compliant database shall not be assumed. In accordance with Art. 32 GDPR, personal data must be protected against unauthorized access during electronic transmission using a state-of-the-art encryption method.

5. Supply of material

5.1 The client must deliver the material procured by him free domicile and in perfect condition. Receipt shall be confirmed without any guarantee being given for the correctness of the quantity designated as delivered. In the case of larger quantities, costs associated with counting or checking the weight as well as storage costs shall be reimbursed. The client bears the risk of the processability of the material provided by him. The contractor is entitled to reject material which appears unsuitable for the execution of the order. If the Client provides material, the waste resulting from

unavoidable waste and waste during processing and packaging shall become the property of the Contractor. The Contractor shall not be required to provide any compensation for this. Packaging material must be taken back by the Client.
5.2 In the event of damage to or loss of the material procured by the Client, the Contractor shall only be liable for intent and gross negligence on the part of its legal representatives, executives or vicarious agents. Material for reuse or further use as well as semi-finished and finished products, including any raw materials belonging to the Client, shall only be stored beyond the delivery date after prior agreement and only against payment. If no agreement has been made and the material is not collected by the Client within 4 weeks of completion of the order, the Contractor shall be entitled to store it with a forwarding agent at the expense and risk of the Client, who shall also be responsible for insurance.

6. Corrections / proofs
6.1 The Client must check proofs, proofs and plots as well as press proofs and reference samples for typesetting and other errors and return them to the Contractor as declared ready for printing without delay, at the latest within 5 working days. The check must also cover the correctness and usability of computer-readable codes associated with the product. The Contractor shall not be liable for errors overlooked by the Client.
6.2 The Contractor shall not be liable for delays due to late returns. Any resulting postponements shall not result in the Contractor being in default. Waiting and downtimes as well as other additional expenses shall be borne by the Client and shall be invoiced at cost.

7. Delivery / shipping
7.1 The delivery period shall be agreed individually or specified by the Contractor upon acceptance of the order. Even bindingly agreed deadlines are not fixed deadlines if they have not been expressly specified as such.
7.2 The agreed delivery period shall be interrupted from the date of dispatch until the Client has given its opinion for the duration of the inspection of the proofs, plots, press proofs, etc. by the Client. If changes are made to the contract after the order has been confirmed which affect the production period, a new delivery period shall commence upon confirmation of the changes.
7.3 The Contractor is entitled to make partial deliveries if the partial delivery can be used by the Client and the delivery of the remaining goods is ensured and the Client does not incur any significant additional work or additional costs as a result.
7.4 Unless otherwise agreed, the goods shall be shipped at the risk and expense of the Client. The risk of accidental loss and accidental deterioration of the goods shall pass to the Client as soon as the consignment has been handed over to the person carrying out the transportation or has left the Contractor's warehouse for the purpose of dispatch. If shipment is delayed for reasons for which the Contractor is not responsible, the risk shall pass to the Client upon receipt of the notification of readiness for shipment. Unless otherwise agreed, the means and routes of shipment shall be at the discretion of the Contractor. Transport insurance shall only be taken out at the request and expense of the Client.
7.5 If the Contractor delays performance, the Client may only exercise the rights under § 323 BGB if the Contractor is responsible for the delay. This provision does not imply a change in the burden of proof.
7.6 Unforeseeable, unavoidable events beyond the Contractor's control and for which the Contractor is not responsible, such as force majeure, war, natural disasters or labor disputes, shall release the Contractor from the obligation to deliver or perform for the duration of such events, even in the case of bindingly agreed deadlines. Agreed performance deadlines shall be extended by the duration of the disruption; the Client shall be informed of the occurrence of the disruption in an appropriate manner. If the end of the disruption is not foreseeable or if it lasts longer than one month, each party shall be entitled to withdraw from the contract with regard to the part not yet fulfilled after setting a reasonable grace period. This shall apply mutatis mutandis if the circumstances specified therein occur at a supplier or subcontractor of the Contractor. The Client may not assert any claims for damages if the delivery time is extended or the Contractor is released from its obligation.
7.7 If the Contractor is dependent on delivery items for the provision of its services which it does not manufacture itself and which it does not have in stock at the time the order is placed, it shall be entitled to withdraw from the contract if it is not supplied by its supplier, provided that the Contractor is not responsible for the non-delivery or cannot procure the goods despite reasonable efforts or can only procure them at a significantly higher price. The Contractor shall inform the Client immediately of the non-availability of the services and, if applicable, reimburse the Client for any payments already made.
7.8 The Contractor shall be entitled to a right of retention in accordance with § 369 of the German Commercial Code (HGB) to the templates, data, manuscripts, raw materials and other items supplied by the Client until all due claims arising from the business relationship have been settled in full.
7.9 In the case of call-off orders, the client is obliged to accept the entire quantity on which the call-off order is based. The client's call-off obligation constitutes a primary obligation. In the absence of any agreement to the contrary, an acceptance period of 12 months, calculated from the date of the order confirmation, shall apply to call-off orders. If acceptance has not taken place by this time, the Contractor shall be entitled to set the Client a deadline of 2 weeks for acceptance of the order quantity still to be accepted. If this period expires without result, the Contractor shall have the choice of either demanding advance payment of the purchase price and delivering the remaining quantity in full or withdrawing from the contract in accordance with § 323 BGB. Further rights of the Contractor, such as the right to compensation, shall remain unaffected.

8. Reservation of title
8.1 The delivered goods shall remain the property of the Contractor until all claims of the Contractor against the Client existing on the invoice date have been paid in full. These goods may neither be pledged to third parties nor assigned as

security before full payment has been made. The Client must inform the Contractor immediately in writing if and insofar as third parties seize the goods belonging to the Contractor.
8.2 The Client shall only be entitled to resell the goods in the ordinary course of business. The Client hereby assigns its claims from the resale to the Contractor. The Contractor hereby accepts the assignment. If the realizable value of the securities exceeds the Contractor's claims by more than 10%, the Contractor shall - at the Client's request - release securities of its choice.
8.3 If goods supplied by the Contractor and owned by the Contractor are treated or processed, the Contractor shall be regarded as the manufacturer in accordance with § 950 BGB and shall retain ownership of the products at all times during processing. If third parties are involved in the treatment or processing, the Contractor shall be limited to a co-ownership share in the amount of the invoice value (final invoice amount incl. VAT) of the goods subject to retention of title. The property thus acquired shall be deemed to be reserved property.

9. Complaints / Warranty
9.1 The client must in any case immediately check that the goods and the preliminary and intermediate products sent for correction conform to the contract; this also applies if reference samples have been sent. The risk of any errors shall be transferred to the client with the declaration of readiness for printing / production, unless the errors occurred or could only be recognized in the production process following the declaration of readiness for printing / production. The same applies to all other release declarations of the client.
9.2 Obvious defects must be reported in writing within a period of one week from receipt of the goods, hidden defects within a period of one week from discovery or the time at which the defect was recognizable during normal use of the goods without closer inspection; otherwise the assertion of the warranty claim is excluded. The Contractor must be given the opportunity to inspect the goods.
9.3 In the event of justified complaints, the Contractor shall initially be obliged and entitled to rectify the defect and/or make a replacement delivery at its discretion. If the Contractor does not fulfill this obligation within a reasonable period of time or if the rectification of defects fails despite repeated attempts, the Client may demand a reduction in price or withdraw from the contract.
9.4 Defects in parts of the delivered goods do not entitle the customer to complain about the entire delivery, unless the partial delivery is of no interest to the customer.
9.5 In the case of color reproductions in all manufacturing processes, minor deviations from the original cannot be objected to. The same applies to the comparison between other originals (e.g. proofs) and the final product. In addition, liability for defects that do not or only insignificantly impair the value or usability of the or only insignificantly impair the value or usability is excluded.
9.6 The Contractor shall only be liable for significant deviations of the material (paper, cardboard, etc.) supplied by the Contractor from standards and in terms of quality up to the amount of its own claims against the material supplier. In such a case, the Contractor shall be released from its liability if it assigns its claims against the suppliers to the Client. The Contractor shall be liable as a guarantor if claims against the supplier do not exist due to the Contractor's fault or if such claims cannot be enforced. The Contractor shall only be liable for the regularity, lightfastness and durability of the material or printing inks and varnishes as well as for the quality of varnishing, bonding, impregnation, rubber coating, adhesive coatings and surface finishing to the extent that defects in the materials were objectively recognizable prior to their use upon proper inspection. However, the Contractor shall not be liable for material-related deviations if the Client has specified these materials for use.
9.7 If special work (e.g. special covers, bindings and stitching, surface treatments, etc.) is carried out by a third company, the conditions in section 9.6 p. 1-3 shall apply accordingly.
9.8 Deliveries (including data carriers, transferred data) by the Client or by a third party engaged by the Client shall not be subject to any obligation to check on the part of the Contractor. This shall not apply to data that is obviously unprocessable or unreadable. In the case of data transmissions, the Client shall use state-of-the-art protection programs for computer viruses prior to transmission. Data backup is the sole responsibility of the client. The Contractor shall be entitled to make a copy.
9.9 Excess or short deliveries of up to 10% of the ordered quantity cannot be objected to. The quantity delivered shall be invoiced. For deliveries of custom-made paper products weighing less than 1,000 kg, the percentage shall increase to 20 %, and to 15 % for deliveries weighing less than 2,000 kg.

10.Liability
10.1 The Contractor's liability for damages shall be limited to intent and gross negligence. Any contributory negligence on the part of the Client shall be attributed to the Client.
10.2 The Contractor shall also be liable for damages arising from the culpable breach of material contractual obligations in the event of slight negligence. An obligation shall be deemed to be material if its fulfillment is essential for the performance of the contract and if the contractual partner regularly relies and may rely on its fulfillment. In this case, liability shall be limited to compensation for damages foreseeable at the time of conclusion of the contract and typical for this type of contract.
10.3 The limitations of liability resulting from paragraph 1 shall not apply to damages resulting from injury to life, body or health if the contractor has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods. This also applies to the Client's claims under the Product Liability Act.
10.4 Insofar as the Contractor's liability is excluded or limited, this shall also apply to the Contractor's employees, workers, representatives and vicarious agents.

10.5 The above also applies to liability for constant and uninterrupted availability of the online sales system; data communication via the Internet cannot be guaranteed to be error-free and/or available at all times, even according to the current state of the art.

11.Statute of limitations
Claims of the Client for warranty and damages shall become time-barred after one year, beginning with the delivery of the goods or services. Excluded from this are claims for damages due to grossly negligent or willful damage caused by the Contractor and in the event of culpable breach of material contractual obligations. Also excluded are claims pursuant to clause 10.3. In this respect, the statutory limitation periods shall apply.

12.commercial usage
In commercial transactions, the commercial practices of the printing industry shall apply (e.g. no obligation to hand over intermediate products such as data, lithographs or printing plates that are created to produce the final product owed), unless a different order has been placed.

13.Archiving
Products manufactured for or provided by the Client, in particular data and data carriers, shall only be archived by the Contractor beyond the time of handover of the end product to the Client or its vicarious agents upon express agreement and against special remuneration. If the above-mentioned items are to be insured, this must be arranged by the Client itself in the absence of an agreement.

14.Periodical work
Continuing obligations and contracts for regularly recurring work can only be terminated with a notice period of 3 months to the end of the month, unless otherwise agreed. The right to terminate without notice for good cause remains unaffected.

15.Industrial property rights / copyrights
If the rights of third parties are infringed by the execution of the order, the client shall be solely liable. The client is solely responsible for checking the reproduction rights of all artwork. He shall ensure that the rights of third parties, e.g. copyrights, trademark rights or personal rights, are not infringed by his order specifications, in particular by templates supplied by him. In this respect, the Client shall indemnify the Contractor in full against all third-party claims, including legal defense and/or prosecution costs. Unless expressly agreed otherwise, the Contractor shall retain the copyright and reproduction rights to its own sketches, drafts, originals, data, etc. in all processes and for all purposes.

16.Place of performance / place of jurisdiction / applicable law
The place of performance is Paderborn. The place of jurisdiction for all disputes arising from the contractual relationship shall be Paderborn if the Client is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in Germany. The Contractor is also entitled to take legal action at the Client's general place of jurisdiction. The law of the Federal Republic of Germany shall apply to the exclusion of any conflict of laws, in particular the UN Convention on Contracts for the International Sale of Goods. Any invalidity of one or more provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions or that of the entire legal transaction.

As of 10/2026

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