

## Terms and Conditions of Sale and Delivery (TCSDs)

### § 1 Contract Conclusion

- 1.1 All deliveries made by Panther Print GmbH (hereinafter referred to as "Panther Print") are carried out on the basis of these TCSDs.
- 1.2 The use of any deviating terms and conditions of the customer is expressly rejected, unless Panther Print recognises these terms and conditions. The performance of a delivery does not count as acknowledgment of deviating conditions of the customer.
- 1.3 Offers by Panther Print are always subject to change and are non-binding. A contractual relationship only comes into existence when Panther Print accepts an order by sending an order confirmation.

### § 2 Offer Documents

Panther Print reserve the rights of ownership and copyright to illustrations, drawings, calculations and other documents; these are not allowed to be made accessible to third parties. This applies in particular to those written documents, which are designated as "confidential"; the customer requires our express written consent before disclosing them to third parties. Panther Print is still entitled to the copyright and the right to reproduce and otherwise use drafts, sketches, artwork and production documents that Panther Print have produced even if the order is not placed.

### § 3 Prices

- 3.1 Prices are ex works and do not include transport, packaging and other ancillary costs.
- 3.2 Panther Print is entitled to adjust the agreed price in the amount of the actual cost increase by means of written declaration in the event of a cost increase (in particular wage and material costs) of more than 10% which cannot be foreseen from a calculation point of view and for which Panther Print is not responsible, if a period of more than four months exists between conclusion of the contract and the delivery date. In this case, the customer is entitled to withdraw from the contract for the delivery in question within seven working days of receiving the price adjustment declaration. The sales prices do not include packaging, sketches, drafts, stereo plates, tools or other preparatory work, which has been produced or carried out at the instigation of the customer.

### § 4 Inspection

The customer is to inspect all printing and design documents Panther Print produce with regard to all properties deemed essential and necessary for the use of the product. The customer is to sign these documents and return them as a sign of their consent. If corrections are required, these are to be clearly marked by the customer.

### § 5 Retention Obligation

Our obligation to retain printing or design documents or other items provided by the customer ends 6 months after the last order produced with the documents or items in question.

### § 6 Force majeure, delivery

- 6.1 Force majeure is considered to be unforeseen, unavoidable and serious events that prevent Panther Print from duly fulfilling its obligations despite taking reasonable care and precautions and having exercised all reasonable alternatives. In particular, these events comprise war, war-like acts, epidemics/pandemics, economic sanctions, export/import bans, raw material and supply shortages, assaults, explosions, natural disasters such as fire, earthquakes and floods. Measures and events in the context of Covid-19 which could not have been foreseen or influenced at the time of the conclusion of the contract because they had not already been specifically realised or were not yet in force shall be deemed to be circumstances of force majeure (e.g. border closing; construction site close-down, etc.).
- 6.2 If Panther Print successfully invokes this clause, it will be released from its obligation to perform its contractual obligations and from any liability for damages or any other contractual remedy for violation of the contract as soon as the notification reaches the customer, as from the time when the said circumstances make it impossible for it to perform. If the effect of the alleged impediment or event is temporary, the above consequences will only apply for as long as the claimed impediment prevents Panther Print from fulfilling the contract. If the duration of the alleged impediment has the effect of substantially depriving the contracting parties of that which they had a right to expect by virtue of the contract, either party shall have the right to terminate the contract by giving notice to the other party within a reasonable time. Unless otherwise agreed, the contracting parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.
- 6.3 Panther Print is entitled to make partial deliveries, subject to any recognisable legitimate interest of the customer to the contrary.

### § 7 Shipping, pallets, pallet account

- 7.1 If shipping is agreed, this takes place at the risk of the customer.
- 7.2 If the delivery is made on pallets, the customer is obliged to return these to Panther Print in the same number, type and quality. If the customer fails to comply with this despite a reasonable deadline being set, they are obliged to make an additional payment to Panther Print in the amount of the market replacement value of the pallets.
- 7.3 If Panther Print maintains a pallet account for the customer for stock and changes, the customer will receive statements for balance purposes. The account balance is deemed to have been accepted by the customer if they does not object to it in writing within seven working days of receipt.

### § 8 Warranty, Liability

- 8.1 The delivered goods are to be inspected by the customer without delay, insofar as this is feasible in the ordinary course of business, and, if a defect becomes apparent, Panther Print is to be notified without delay – at the latest within 5 working days. Sec. 377 GCC applies accordingly in all other cases.
- 8.2 For technical reasons in the production process, Panther Print is entitled to deliver excess or short quantities of a maximum of 10%. The amount actually delivered will be billed for.
- 8.3 In the event of a justified complaint, Panther Print may, at its discretion, either remedy the defect or deliver a defect-free replacement by way of subsequent performance. Only if this supplementary performance has repeatedly failed is the customer entitled to exercise any rights, such as withdrawal, reduction and damages instead of performance – insofar as the defect is not insignificant.
- 8.4 Claims by the customer for material defects and/or defects of title become statute-barred after 12 months, calculated from the date of risk transfer. This does not apply if the limitation period cannot be shortened for certain claims due to statutory provisions or established case law.

### § 9 Liability

- 9.1 Panther Print is only liable for light fastness, variability and deviation in colours and bronzes and for the quality of bonding, varnishing, lamination, impregnation and coating to the extent that defects in the materials were recognisable prior to their use upon proper inspection. Panther Print is not liable for the legibility of EAN bar coding, unless this has been expressly agreed.
- 9.2 We are not liable for defects in materials (paper) made available to us by the ordering party.
- 9.3 Unprinted areas due to standard printing misalignments do not constitute a defect; they will not be billed for on a pro rata basis if and insofar as the customer marks and reports them without delay.
- 9.4 Panther Print accepts no liability for deviations in sizing, smoothness and purity of the papers, gluing, stitching, colours and printing and EAN barcoding that are customary in the industry. Liability for the properties of a package with regard to its usability for a specific purpose not apparent from the delivery contract shall only be assumed if a corresponding written assurance has been given.
- 9.5 In the event of a slightly negligent breach of essential contractual obligations, the liability of Panther Print is only limited to the amount of the foreseeable damage typical for the contract. Material contractual obligations are to be understood as those obligations which render the correct performance of the contract altogether possible and on compliance with which the contractual partner can regularly place their trust. Furthermore, we are not liable for the slightly negligent breach of obligations by us, our legal representatives or our vicarious agents. The aforementioned exclusions and limitations of liability do not apply in cases of strict liability, in particular under the Product Liability Act, or in cases of liability for damages resulting from loss of life, limb or health.

### § 10 Payment

The prices quoted are net prices. Statutory VAT is stated separately in the invoice. Unless otherwise agreed, the invoice amount is payable without deduction within 14 days of the invoice date. If bills of exchange are given in payment as agreed, they should be discountable. All related costs and expenses are borne by the customer. Payments made by bill of exchange do not represent an entitlement to a discount. In the event of a default in payment, interest in the amount of 9% above the respective base interest rate (Sec. 288 (2) GCC) will be due subject to the assertion of further damages. In the event of payment arrears or other indications of payment risk, Panther Print may demand immediate payment or the provision of securities for deliveries performed. In the aforementioned case, Panther Print is entitled to refuse to make further deliveries from ongoing contracts until the amounts due have been settled and otherwise demand payment prior to delivery. Offsetting against our claims is only possible in the case of undisputed or legally established claims.

### § 11 Retention of title

- 11.1 The goods delivered remain the property of Panther Print as reserved goods until all claims by Panther Print against the customer arising from the entire business relationship have been settled. The customer is entitled to dispose of the goods delivered in the ordinary course of business, and, in particular, to process and sell them. Pledges or collateral assignments are not permitted.
- 11.2 In order to secure the claims made by Panther Print, the customer hereby assigns to Panther Print the claims against third parties to which they are entitled from a resale of the reserved goods. If the reserved goods are sold together with goods not owned by Panther Print, the aforementioned assignment extends to the amount corresponding to the invoice value of the reserved goods.
- 11.3 The customer is revocably authorised to collect the claims assigned to Panther Print. Panther Print can revoke this authorisation to collect in particular if the customer is in payment default vis-à-vis Panther Print or if an application is made to open insolvency proceedings against their assets. In the event that Panther Print withdraws the authorisation to collect, the customer is obliged to transmit all data and documents required to collect the assigned claims. Furthermore, the customer is to inform the debtor of the assignment without delay.
- 11.4 If the reserved goods are processed, mixed or combined with other goods not owned by Panther Print, Panther Print acquires co-ownership in the ratio of the invoice value of the reserved goods to the value of the remaining goods at the time of processing, mixing or combining.
- 11.5 The customer is obliged to notify third parties of seizure or other access to the reserved property and to notify Panther Print immediately.
- 11.6 Lithographs, reproduction documents (films), negatives (master copies), embossing plates (original stereo plates), printing type cartridges, flexographic printing stereo plates (rubber and photopolymer), punching tools, printing cylinders as well as drafts, final artwork and colour slides, insofar as Panther Print produced the aforementioned items or they were produced on their behalf, remain our property even if the customer has been invoiced for them in full or in part. There is no obligation to surrender.
- 11.7 If the value of the claims assigned under Clause 2 exceeds the value of Panther Print's claims against the customer by more than 20%, the customer can demand the release of the securities that exceed this amount, at Panther Print's discretion.

### § 12 Labelling

Panther Print has the right to affix its company text, company logo and/or its company identification number to deliveries of all kinds.

### § 13 Industrial property rights and copyright

The customer is responsible for observing the industrial property rights and copyright of third parties. If the goods covered by the contract infringe the industrial property rights or copyright of third parties or if third parties assert claims against Panther Print in this respect, the customer is obliged to indemnify Panther Print against such claims. Panther Print is still entitled to the copyright and the right to reproduce and otherwise use drafts, sketches, artwork and production documents they have produced even if the order is not placed.

### § 14 Place of performance, place of jurisdiction, applicable law, effectiveness

- 14.1 Place of performance and exclusive place of jurisdiction is Wustermark.
  - 14.2 German law applies exclusively under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
  - 14.3 The invalidity of individual provisions of these TCSDs does not affect the validity of the remainder of the contract.
- The customer takes note of the fact that the Panther Print stores data from the contractual relationship in accordance with Art. 6 (1) GDPR for the purpose of data processing and reserves the right to transfer the data to third parties (e.g. insurance companies) insofar as this is necessary for performing the contract.