

Terms and Conditions for the Supply of Goods and Services of Herbert Schümann Papierverarbeitungswerk GmbH

Section 1: Validity

These Terms and Conditions constitute the entire agreement between the parties relating to the supply of goods and services by Herbert Schümann Papierverarbeitungswerk GmbH, hereinafter referred to as **Schümann**. Any conflicting, deviating or supplementary terms of the Customer are not part of the agreement, even if they are not expressly objected to. By accepting our quotation, the Customer agrees to these Terms and Conditions. If we do not provide a quotation, these Terms and Conditions are deemed to have been accepted by the Customer upon receipt of our order confirmation or invoice, or upon acceptance of the supply of goods or performance of the service, whichever occurs first. Any conflicting, deviating or supplementary terms of the Customer are only part of the agreement if we have expressly agreed to their validity in writing.

Section 2: Quotations

(1) Quotations issued by **Schümann** are non-binding and subject to change for a maximum period of four weeks unless otherwise agreed in writing. A contract comes into existence only upon written order confirmation from **Schümann**.

(2) Subsequent changes to order details made by the Customer entitle **Schümann** to make corresponding changes to the original contractual terms. All changes to the order details must be confirmed in writing by **Schümann**.

(3) All arrangements, whether oral or by telephone, including arrangements made with **Schümann** representatives or field workers are only valid when confirmed in writing by **Schümann**.

(4) The scope of supply is governed by the order confirmation issued by **Schümann**.

(5) **Schümann** reserves the right to make any technically required deviations from the quotation documents after confirming the order.

(6) The minimum net order value is EUR 150 ex works. For orders with a net value of EUR 800 or more, **Schümann** offers free delivery within Germany.

Section 3: Pricing and payment terms

(1) All prices are listed in euros and subject to VAT at the statutory rate. **Schümann** does not accept any liability for the correctness of prices included in the price list. **Schümann** is accordingly entitled to change prices.

(2) The prices indicated are also subject to the proviso that the order details used to issue the quotation are not changed by the Customer. In the absence of any agreements to the contrary, prices are quoted ex works. Any extra work or special services performed by **Schümann** are invoiced separately. The Customer is responsible for paying any customs duties, fees, taxes and other official charges.

(3) If the supply of goods and/or services is to take place more than four months after the written order confirmation is issued (conclusion of the contract), the Parties must agree on a reasonable price adjustment in the event that the basis for calculation/pricing applied by **Schümann** has since changed. The above shall apply in particular in the event that raw materials become more expensive or following increases in wage and incidental wage costs, social security contributions, material and energy costs, product procurement costs, costs attributable to environmental requirements, or the introduction or significant increase in taxes or customs duties borne by **Schümann**. If the new price is more than 20% above the original price after the price increase, the Customer shall be entitled to cancel the parts of the contract that are yet to be completed. However, the Customer is only able to exercise this right immediately after the price increase has been announced.

(4) For purchase agreements, the agreed price is due upon receipt of the invoice and must be paid within 30 days of the invoice date. The Customer is entitled to a discount of 2% of the agreed price if the invoice is paid within 14 days of the invoice date. In all other cases, invoices issued by **Schümann** are due for immediate payment without discount.

(5) If payment is not received within the periods stated in Section 3(4), sentences 1 and 3, the Customer shall be deemed to be in arrears without a further payment reminder from **Schümann**. The invoice amount is subject to the applicable statutory default interest rate for

the period of time during which the Customer remains in arrears. The default interest rate is currently 9 percentage points above the basic interest rate. **Schümann** shall be entitled to demand reimbursement for the losses incurred as a result of the delay. If the Customer is a merchant, **Schümann** reserves the right to demand interest in respect of claims arising from transactions that are commercial transactions for both parties as per Section 353 of the German Commercial Code [Handelsgesetzbuch - HGB].

(6) In the event that the Customer falls into arrears with the payment of a claim or **Schümann** becomes aware of circumstances that cast uncertainty on the Customer's solvency, **Schümann** reserves the right to demand immediate payment of invoiced amounts regardless of the agreed payment terms. In the above cases, **Schümann** is not required to supply any further goods or services to the Customer on the basis of any contracts until full payment of the due invoice amounts, including default interest. Furthermore, in the above cases, **Schümann** is likewise entitled to, at its discretion, cancel the contracts concluded with the Customer or demand compensation in place of the supply of goods or services in the event that the Customer does not pay the invoiced amounts in full within 10 days of receiving a warranted payment reminder.

(7) Offsetting with counterclaims is only permissible provided the claims are undisputed by **Schümann**, legally established, ready for judgement by a court or pertain to the same contractual relationship with the Customer. The same applies correspondingly to retention rights and any other counterclaims. The Customer is only entitled to withhold payments up to the amount of the asserted counterclaim.

(8) **Schümann** reserves the right to assign claims from the business relationship and pass on the corresponding information subject to the proviso that the claim recipient is required to maintain the same level of confidentiality as **Schümann**.

Section 4: The supply of goods

(1) **Schümann** has complied with the agreed delivery date if the goods are handed over to the shipping company on the agreed date. The Customer must undertake all cooperative action required without undue delay to ensure compliance with the delivery date.

(2) If the Customer requests any changes to the order once it has been confirmed that may affect the completion period, the delivery period will be extended accordingly.

(3) **Schümann** reserves the right to deliver in instalments.

Section 5: Transfer of risk

(1) Risk passes to the Customer when the goods are dispatched at the latest, even if **Schümann** delivers in instalments or provides other services, i.e. assumes the delivery costs or delivers the goods.

(2) **Schümann** reserves the right to insure the goods against theft, breakage, fire, water damage and other damage at the Customer's expense if the Customer has demonstrably not concluded corresponding insurance policies. Purchase of the above insurance policies at the Customer's expense is mandatory for **Schümann** if requested by the Customer.

(3) If delivery is delayed due to circumstances for which the Customer is responsible, the risk passes to the Customer on the date the goods are ready for dispatch. **Schümann** is nevertheless required to purchase the insurance policies required by the Customer at the Customer's request and expense.

Section 6: Warranty

(1) In deviation from Section 438(1)(3) of the German Civil Code [Bürgerliches Gesetzbuch - BGB], claims for defects in quality and title become statute-barred (1) year after delivery to the Customer. If acceptance is agreed, the statute of limitations begins upon acceptance of the goods. **Schümann** is at liberty to decide whether to remedy the defect with gratuitous repairs or replacement delivery (to the exclusion of further claims). If **Schümann** elects to replace the goods, the Customer must return the defective products. The Customer nevertheless reserves the right to reduce the invoice amount by a reasonable amount or cancel the contract where permitted by statutory provisions. However, the Customer shall not be entitled to withdraw from the contract in the case of insignificant defects. If the Customer decides to cancel the contract, it is not entitled to seek compensation due to the defect, unless the damage can be attributed to a breach of duty caused by intent or gross negligence.

(2) Defects affecting part of the delivery do not justify a complaint concerning the entire delivery in cases where the defect-free and defective parts can be separated by reasonable means. If only one instalment of the delivered goods is defective, the Customer may only cancel the contract if it does not want to receive the remaining instalments.

(3) The Customer must check the goods for defects without undue delay after delivery. The above clause likewise applies if reference samples have been sent. The check of the goods must cover all important and material characteristics required to use the goods. If a defect is found, a complaint must be sent to **Schümann** within two (2) weeks of delivery. If the Customer fails to notify **Schümann** of a defect, the goods shall be deemed accepted. The above does not apply if the defect was not detectable when the goods were checked.

(4) If a defect is subsequently found, a complaint must be sent to **Schümann** by the Customer within two (2) weeks of detection. If the Customer fails to notify **Schümann** within the above period, the goods shall also be deemed accepted with regard to the defect found.

(5) The Customer's right to submit a complaint about concealed defects may only be exercised within two (2) months after receipt of the goods.

(6) Deliveries performed by the Customer or a third party appointed by the Customer do not need to be checked on the part of **Schümann**.

Section 7: Liability for damages

(1) **Schümann** is only liable for damage caused by acts of intent or gross negligence. The above does not apply to culpable breaches of essential contractual duties, namely duties on which the fulfilment thereof the proper execution of the contract is reliant and on which the fulfilment thereof the Customer can regularly rely. In both cases, liability is limited to compensation for the foreseeable damages typical to the nature of the contract. The Customer remains entitled to compensation for damage to life, limb or health.

(2) The limitations to liability stipulated in Section 7(1) apply accordingly to breaches of duty by or to the benefit of individuals whose fault **Schümann** is responsible for in line with statutory provisions. However, they do not apply to the extent that **Schümann** or the aforementioned individuals fraudulently conceal a defect or assume a warranty for the quality of the goods and

to claims asserted by the Customer under the Product Liability Act or other pertinent comparable statutory liability provisions.

(3) Interruptions to both **Schümann's** operations and the operations of third parties on which production and transportation rely to a significant extent shall release **Schümann** from its duty to adhere to the delivery period without compensation to the Customer, provided the Customer has been informed without undue delay in cases where remedial action cannot be taken in good time or only at disproportionate expense. In this regard, business interruptions refer to all serious impediments for which the managing directors, shareholders and legal representatives of **Schümann** cannot objectively be held responsible or could have foreseen, in particular general shortages of raw materials and energy, traffic bottlenecks, official interventions, industrial disputes, war and riots, all major fires as well as other unforeseeable, unavoidable and serious events.

Section 8: Order performance

(1) All print and/or design samples submitted to the Customer by **Schümann** must be reviewed by the Customer in terms of the characteristics required or requested in order to use the manufactured product. The Customer must sign and return the documents to indicate its consent.

(2) Any corrections made by the Customer or defects identified must be clearly marked as such by the Customer.

(3) **Schümann** does not assume any liability for any obvious defects overlooked by the Customer during the check or not mentioned by the Customer, unless **Schümann** had fraudulently concealed the defects in question or failed to detect them due to gross negligence.

(4) **Schümann** is entitled to deliver 10% above or below the ordered volume of goods for production reasons. The quantity supplied is invoiced, including in the case of excess deliveries.

(5) In the absence of any specified order standards, the order is executed in customary quality in line with the current state of the art and within the scope of the technically necessary, material and process-related tolerances. Accordingly, any customary, market-standard and

insignificant deviations of the delivered goods (quality, dimensions, design, colour, thickness, weight, etc.) do not constitute material defects.

Section 9: Ancillary tasks

(1) The goods must be properly and professionally transported, stored and processed in line with the instructions issued by **Schümann**. Due to their characteristics and chemical composition, certain products have a limited shelf/storage life. More information on shelf life, storage periods and use periods can be obtained from **Schümann** on request.

(2) Guarantees and assurances made by **Schümann**, particularly with regard to the quality and/or the usability of the goods, must be confirmed in writing. If no corresponding guarantees or assurances are made, **Schümann** accepts no liability that the goods delivered are suitable for the purposes envisaged by the Customer.

Section 10: Retention of title

(1) The delivered goods remain the property of **Schümann** until all claims against the Customer, including claims from **Schümann** beyond of this contract, have been satisfied in full.

(2) The Customer must inform **Schümann** without undue delay if the goods are seized or confiscated by third parties.

(3) If the Customer falls into arrears with payments, **Schümann** is entitled to demand the surrender of the delivered goods. The assertion of the reservation of title and the seizure of the goods by **Schümann** do not constitute a withdrawal from the contract, unless the circumstances of the individual case indicate otherwise.

(4) If the goods supplied by **Schümann** are combined with other goods, **Schümann** shall assume co-ownership of the new item, even in cases where the combination is regarded as essential, in the ratio of the invoice value of the goods subject to retention of title to the other goods with which they are combined. The same applies to modifications, processing and mixing.

(5) If the goods are resold, the counterclaim for this resale shall be fully or partially assigned to **Schümann** with first priority in line with the co-ownership share. If the value of the aforementioned security exceeds the total claim held against the Customer by more than 10%, **Schümann** shall release the securities of its choice at the Customer's request.

(6) All claims to which **Schümann** is entitled to in relation to the business relationship with the Customer, including all rights in **Schümann's** favour arising from the agreed security arrangements, particularly regarding securities and goods subject to retention of title, may be assigned.

Section 11: Delivery and packaging

(1) Delivery takes place at the Customer's risk and, in the absence of any agreements to the contrary, expense.

(2) In the event that **Schümann** affixes one or several trademark(s) of a nationwide system as per Section 3(16) of the German Packaging Act [VerpackG] (e.g. the Green Dot) or from another provider (e.g. Resy) to products/packaging on behalf of the Customer, the Customer shall be regarded as the user of the trademark(s) and must pay the corresponding costs to the provider directly. In this case, the Customer warrants that it has concluded a corresponding trademark use agreement with the provider and satisfies its obligations in line with the Packaging Act. The above clauses apply accordingly to trademarks from other providers on the products/packaging.

(3) If the Customer violates any terms of the Packaging Act or its license duties, and claims are asserted against **Schümann** as a result, the Customer must reimburse **Schümann** for all costs and damage incurred as a result.

(4) Pursuant to Section 15(1), sentence 4 of the Packaging Act, as a manufacturer and distributor of transport, sales, returnable and reusable packaging which private end customers do not typically accumulate as waste after use (including households), **Schümann** is entitled to make arrangements with the Customer as the downstream distributor in the supply chain or end consumer, whereby the end consumer is not a private household (i.e. comparable sources of waste generation as per Section 3(11), sentences 2 and 3 of the Packaging Act), with regard to the place of return of the packaging in question and the disposal costs. As such, **Schümann** and the Customer hereby agree that the packaging in question must be returned by the final

distributor or end consumer within the scope of local waste disposal by being handed over to the local waste disposal authorities without **Schümann** incurring any costs. If the Customer is not a final distributor or end consumer but an intermediate distributor, the Customer is responsible for ensuring, where applicable, that arrangements are made with downstream distributors and/or end consumers (excluding households) regarding the place of return of the packaging in question and the disposal costs. If, contrary to the arrangements made with the Customer, a claim is asserted against **Schümann** with regard to the transport, sales, reusable and returnable packaging manufactured by us which, after use, is not typically accrued as waste by private end consumers, with regard to the return and/or recycling thereof and/or any costs incurred as a result, the Customer must reimburse **Schümann** for all costs and damages incurred in relation hereto.

(5) The Customer bears sole responsibility for any labels or notices attached to and fulfilling other obligations under product and packaging law for products/packaging distributed by the Customer outside the territory of the Federal Republic of Germany and which are required in line with pertinent local regulations. If the Customer violates any of the above duties and claims are asserted against **Schümann** as a result, the Customer must reimburse **Schümann** for all costs and damage incurred as a result.

Section 12: Preliminary work

The Customer shall be charged for any preliminary work or other expenses incurred by **Schümann**, even if no order is subsequently confirmed.

Section 13: Copyright and other industrial property rights

(1) The Customer hereby warrants that it is the holder of the copyrights and other industrial property rights required for the order or that it is otherwise comparably legitimised and hereby releases **Schümann** from any inspection obligations in this regard along with all claims asserted by third parties.

(2) **Schümann** holds the titles, copyrights and industrial property rights to cost estimates and other documents. The corresponding documents must be safeguarded against third-party

access. Documents must be returned without undue delay if **Schümann** is not assigned to the order.

(3) Lithographs, printing plates, print templates, printing blocks, printing cartridges, embossing plates, punching tools and contours, printing cylinders and similar intermediate products (tools) shall remain the property of **Schümann**, even if pro rata cost amounts are invoiced separately for them. The same applies accordingly to all carbon or digital templates issued by **Schümann**. However, the above clause only applies to digital templates if they are produced using electronic data sent to **Schümann** by the Customer for this purpose. **Schümann** is not required to return these templates upon completion of the respective order.

(4) As a rule, **Schümann** keeps the tools, even if they have been invoiced separately to the Customer, after completion of the order for a period of two (2) years from the last delivery for any subsequent orders, without any obligation to do so. During this period **Schümann** shall not use the tools for third parties without the Customer's consent. After this period, **Schümann** is at liberty to use the tools as it sees fit if the Customer does not demand the destruction of the tools at its own expense by one month before the end of the retention period.

(5) **Schümann** is only required to keep third-party print documents, manuscripts and other items provided by the Customer for six (6) months after delivery of the last order delivered with the items.

Section 14: Labelling

Schümann is entitled to affix its company text, logo or other labels to deliveries of all kinds in line with the corresponding practices and regulations and the available space.

Section 15: Final provisions

(1) In the event that individual terms of these T&Cs are found to be void or unenforceable, this shall not affect the validity of the remaining terms.

(2) Any deviating or supplementary arrangements to the above terms must be confirmed in writing. The same applies to any waiver of the written form.

(3) **Schümann** is entitled to collect, store, process, use and disclose to third parties information and data pertaining to the Customer in order to collect debt or pass the corresponding information on to an outsourced debtor management firm for storage, processing and use.

(4) If the Customer is a merchant, the registered office of **Schümann** is the legal venue for all disputes arising from or in relation to this contract. However, **Schümann** likewise reserves the right to bring legal action against the Customer at its registered place of domicile or business. In the absence of any terms to the contrary in the order confirmation, the registered office of **Schümann** is the place of performance.

(5) This contract and the performance thereof is governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on the International Sale of Goods and other international regulations governing the sale of goods and services. The UN Conventions on the Assignment of Receivables in International Commercial Transactions are hereby agreed as applicable subject to the condition precedent of the moment of their entry into force.

Herbert Schümann Papierverarbeitungswerk GmbH, Stadtallendorf

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