

## GENERAL PROCESSING AND DELIVERY TERMS (GPDT)

### A. GPDT for Consumers

#### 1 Applicability

1.1 Products, services and offers of Grieger GmbH (hereinafter "GRIEGER") are exclusively provided subject to these General Processing and Delivery Terms (hereinafter referred to as "ABL").

1.2 They are incorporated into all future agreements into which we enter with our customers for the services we offer.

#### 2 Offer and conclusion

2.1 GRIEGER's offers are non-binding in nature as they are meant to solicit an offer from a customer. The offer to enter into a contract with GRIEGER shall be the order placed by a customer ("Order").

2.2 Customers are bound by their offers for a period of two weeks after transmitting the Order to GRIEGER. Upon its acceptance of the Order, GRIEGER will send the customer a confirmation, which represents the acceptance of the offer as well as the conclusion. GRIEGER will provide the customer with its confirmation promptly after verifying the specific feasibility of the Order, but no later than three weeks from the Order's submission to GRIEGER.

2.3 The Customer shall inform GRIEGER in the Order about the exact value of an item exceeding a value of 2.500,00 €.

#### 3 Rates and payment

3.1 Rates are inclusive of value added tax.

3.2 Unless specifically agreed otherwise in writing, our rates are ex works and exclude packaging, which is invoiced separately.

3.3 Orders shall be paid by credit card, PayPal or on account.

3.4 Customers must not adjust our claims by its own unless such counter-claims are undisputed or have been stated legally binding. The customer has a right of retention in reference to counter-claims from the same contractual relationship as well.

#### 4 Delivery and delivery period

4.1 Deadlines for deliveries or performance are agreed for each individual order to be either binding or non-binding. If a binding delivery or performance period has been agreed, such period commences upon the submission of the order confirmation to the customer. Insofar as the customer's assistance is required (i.e., with the supply of materials or production resources, but also with the clarification of order details), the delivery period does not commence until the customer has provided such assistance. The objection of non-performance is expressly reserved.

4.2 In cases of mutual agreed changes to the object of the Order, deadlines for delivery and performance shall be redefined, and this applies also if both sides renegotiated the object of the Order after the closing and no change resulted.

4.3 Deadlines for delivery and performance are automatically postponed by any period during which the customer does not fulfil the obligations which are needed for proper contractual performance by GRIEGER. Specifically, delivery and performance periods are suspended while the customer reviews proofs, correction proofs, samples, etc. from the customer's receipt thereof until final approval is given by the customer.

4.4 Unless otherwise agreed, deadlines for delivery or performance are deemed to have been met if GRIEGER has informed the customer that the object of delivery or performance is ready for pick-up, and the customer has received such notice.

4.5 GRIEGER is entitled, taking the customer's interests under consideration, to effect delivery or performance even ahead of the agreed deadline. The customer's interests are deemed to have been preserved if the customer is able to pick up the item ordered without incurring significant disadvantages.

4.6 Partial delivery or performance is permitted.

4.7 In cases of culpably caused delays in delivery, GRIEGER undertakes to indemnify the customer against default damages as provided by law. So long as the delay was not caused by gross negligence or willful misconduct and no cardinal obligation was violated, this obligation does not extend to lost profits or damages related to business interruptions.

#### 5 Shipment

5.1 Goods are delivered at GRIEGER registered offices at Färberstraße 94, 40223 Düsseldorf during regular business hours unless the order confirmation indicates otherwise. We only ship goods if shipment was specifically agreed with the customer and is reflected in the order confirmation.

5.2 The customer bears the shipping costs.

#### 6 Warranty and liability

6.1 With respect to defective goods, the customer is entitled to all rights provided by law.

6.2 Irrespective of the legal grounds, our liability for damages (including but not limited to cases of default, defects and other breaches of duty) is limited to the amount of typical and foreseeable damages.

6.3 The foregoing limitations do not apply to our liability for

damages resulting from injuries to life, body or health caused by a negligent breach of duty by GRIEGER or the willful or negligent breach of duty by any legal representative or agent of GRIEGER

as well as to

other damages resulting from a grossly negligent breach of duty committed by GRIEGER, or the willful or grossly negligent breach of duty by any legal representative or agent of GRIEGER

as well as to

guaranteed qualities or features or claims under the German Product Liability Act (*Produkthaftungsgesetz*).

#### 7 Retention of title

We retain the title to our products and goods until all outstanding payments have been paid.

#### 8 Third-party property rights

8.1 By submitting their Order, customers represent and warrant that they hold such rights associated with the images, drawings, sketches or similar data / files they provide as may be needed to allow GRIEGER to make the product they ordered without limitation and without infringing upon any third-party right. Accordingly, the customer will provide GRIEGER only with images, drawings, sketches or similar data / files for processing that are free from third-party copyrights or other property rights, or for which the holders of such rights have consented to GRIEGER's processing and duplication thereof.

8.2 The customer will hold GRIEGER harmless from all third-party claims in connection with Item 8.1.

#### 9 Information regarding alternative dispute resolution (Art. 14 ODR Regulation, §§ 36 et seq. of the German consumer dispute resolution act (VSBG))

The European Commission has set up a platform for online dispute resolution, which can be visited here: <http://ec.europa.eu/consumers/odr>. Consumers may use the platform to resolve disputes.

GRIEGER is not willing or obligated to participate in dispute resolution proceedings before a consumer arbitration board.

#### 10 Applicable law

The laws of the Federal Republic of Germany apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

## B. GPDT for Business Customers

### 1 Scope

1.1 Business relations between Grieger GmbH (hereinafter referred to as "GRIEGER") and a business customer or purchaser (hereinafter referred to as "Customer") are subject only to these General Processing and Delivery (hereinafter referred to as "ABL") in addition to other contractual arrangements.

GRIEGER does not recognize Customer's conditions that deviate from the ABL even if a payment is accepted or a performance is rendered without any reservation, unless GRIEGER expressly agrees to their applicability in writing. Rights going beyond the ABL, to which GRIEGER may be entitled by law, are not excluded.

1.2 The ABL further applies to all future transactions with the Customer.

1.3 The ABL only apply to business relations with business customer / enterprises within the meaning of § 310 para 1 of the German Civil Code (*Bürgerliches Gesetzbuch - BGB*).

1.4 All agreements entered into between GRIEGER and the Customer as a result of any negotiations must be at least documented in electronic form (e.g. email and facsimile being sufficient) in accordance with § 126b BGB, and confirmed by both parties.

1.5 Side agreements, amendments as well as granting of guarantees – including but not limited to warranties regarding certain qualities and / or procurement risks must be made in writing.

### 2 Conclusion of the contract

2.1 GRIEGER's offers are non-binding in nature as they are meant to solicit an offer from a Customer. The offer to enter into a contract with GRIEGER shall be the order placed by a Customer ("Order"). Orders are to be placed in writing, in electronic form (e.g. email and facsimile being sufficient) in accordance with § 126b BGB or by using the online shop's order screen. If the Order placed by the Customer deviates from GRIEGER's offer, the Customer has to inform about the difference. If GRIEGER accepts the Order, GRIEGER shall confirm the Order explicitly to the Customer, thereby entering into a formal contract. The confirmation will be provided to the Customer promptly after GRIEGER had a chance to verify the specific feasibility of the Order. Customers are bound by their Orders for a period of three weeks. Decisive for such period is Customer's receipt of GRIEGER's confirmation.

2.2 The first non-binding offer is prepared free of charge unless GRIEGER and the Customer specifically agreed otherwise. Additional offers and preparatory work will be free only insofar as it results in entering a contract. GRIEGER must inform the Customer that additional non-binding proposals and preparatory work will be charged separately.

2.3 Information, descriptions and images that GRIEGER provides of its products and services in technical documents, catalogs, flyers, newsletters, ads and price sheets are non-binding in nature unless they are expressly included into a contract; they do not release the Customer from its own duties of cooperation and inspection.

2.4 The fastness of colors and light, resistance to humidity, heat and extreme weather conditions as well as drawings, images, dimensions, weights and other specifications are to be documented at least in electronic form (e.g. email and facsimile being sufficient) in accordance with § 126b BGB.

2.5 The Order shall provide information about its intended Order execution. This applies to all products, services and works provided by GRIEGER, including but not limited to article designations, number of units, dimensions, materials, material composition, pre-treatments, processing specifications, rules of treatment, storage, regulations as well as all other technical parameters and physical characteristics. Data that is missing, erroneous or incomplete is expressly deemed not to have been agreed.

2.6 GRIEGER is entitled to obtain further information in the interest of the proper execution of a given Order.

2.7 GRIEGER reserves the right to process the products and services in another business facility or by another service provider, or use auxiliary personnel for this purpose at no extra charge to the Customer. However, GRIEGER shall take into account the Customer's interests in a performance being rendered by GRIEGER.

2.8 In the event that the Customer cancels an Order previously placed by the Customer and confirmed by GRIEGER, GRIEGER may – without prejudice to the right to assert a claim for greater actual damages – charge 10 % of the Order volume for the costs incurred in connection with the order processing and the lost profit; the Customer shall have the right to furnish evidence of lesser damages.

### 3 Consulting services

3.1 As a matter of principle, GRIEGER does not provide any consulting services as part of the Order process, and no consulting or information agreement shall be entered into with a Customer. No consulting services are contained in omitted information. Insofar as GRIEGER specifically agreed to provide consulting services, GRIEGER will render performance under the consulting agreement subject to the following provisions of this item.

3.2 Insofar as GRIEGER specifically agreed to provide consulting services, its consulting services will – unless the parties expressly agreed otherwise – extend exclusively to the quality of the products and not to the use and application of the manufactured product by the Customer or its further users; statements about the use application of such items by the Customer that are made irrespective of the foregoing are non-binding in nature.

3.3 Unless the parties expressly agreed otherwise, GRIEGER's consulting services on products and services extend only to the means of production, processing transactions as well as the products and services created by GRIEGER. The consulting services shall not extend to any contract-unrelated advice, – i.e. declarations as may be issued in the absence of additional services rendered by GRIEGER – unless expressly agreed otherwise.

3.4 The consulting services provided by GRIEGER are exclusively based on empirical values drawn from its own enterprise and reflect the state of science and technology only in a non-binding way.

### 4 Treatment of preliminary work and operating resources, such as samples, media, sketches, copies and drafts

4.1 Preliminary work and operating resources, such as sketches, drafts, samples, specimen sets and prints, media, films, lithographs, dummies, etc., for which the Customer may ask by law, are delivered to the Customer only upon request and at the Customer's expense.

4.2 GRIEGER archives preliminary work and operating resources only if so agreed with the Customer.

4.3 By sending preliminary work and operating resources, GRIEGER does not transfer rights of performance, property or exploitation to which GRIEGER is entitled.

### 5 Contractual amendments

5.1 In the event that, following the conclusion of the contract, the Customer desires changes to the object of delivery or performance, a separate agreement must be entered into at least in text form (e.g. electronic mail and facsimile being sufficient) in accordance with § 126b BGB.

5.2 Giving due consideration to the Customer's interests, GRIEGER reserves the right to make changes to the object of delivery or performance, especially in cases of missing or obviously incorrect false information. To the extent possible, changes are to be discussed with the Customers. Unilateral changes are permitted only if the Customer cannot be reached, the work in question is urgent or the Customer may incur liability for damages – e.g. on account of missing or obviously incorrect information. The Customer bears any disadvantages caused by missing or obviously incorrect information, including but not limited to further costs or damages.

5.3 Giving due consideration to the Customer's interests, GRIEGER reserves the right to make technical changes to the object of delivery or performance especially in regard to materials and execution, that do not place the agreement's objective in jeopardy, unless specific agreements were entered into with respect to materials and execution. GRIEGER will make technical changes only insofar as agreed technical procedures pose a risk to the manufacture of defect-free products or give rise to unforeseen complications – e.g., through the use of additional, incompatible means of production. The Customer's interests are typically deemed to have been preserved as long as the technical change does not alter the appearance and only insignificantly affects the quality and useful life of the product.

## 6 Delivery period

6.1 Deadlines for deliveries or performance are agreed for each individual Order to be either binding or non-binding. If a binding delivery or performance period has been agreed, such period commences upon the submission of the Order confirmation by GRIEGER. Insofar as the customer's assistance (i.e., with the supply of materials or production resources, but also with the clarification of Order details) is required, the delivery period does not commence until the customer has provided such assistance.

6.2 In cases of agreed changes to the object of the Order, deadlines for delivery and performance are to be newly agreed, and this is true even if both sides renegotiated the object of the Order after the closing and no change resulted from such talks.

6.3 Deadlines for delivery and performance are automatically postponed by any period during which the Customer fails to meet obligations the fulfillment of which is needed for proper contractual performance in relations with GRIEGER. Specifically, delivery and performance periods are suspended while the Customer reviews proofs, correction proofs, samples, etc. – from the Customer's receipt thereof until final approval is given.

6.4 Unless otherwise agreed, deadlines for delivery or performance are deemed to have been met if the object of delivery or performance has left GRIEGER's plant or GRIEGER has informed the Customer that the object of delivery or performance is ready for pick-up, and the Customer has received such notice.

6.5 GRIEGER is entitled, so long as it takes into account the Customer's interests, to effect delivery or performance even ahead of the agreed deadline. The Customer's interests are deemed to have been preserved if the Customer is able to pick up or, in cases in which shipment has been agreed, the receiving of the item ordered is not incurring significant financial disadvantages.

6.6 Partial delivery or performance is permitted and may be charged separately provided this is reasonable for the Customer. The Customer's rights of retention, if any, in cases of undisputed or effectively established counter-claims, shall remain unaffected.

6.7 In cases of culpably caused delays in delivery, GRIEGER undertakes to indemnify the Customer against default damages as provided by law. So long as the delay was not caused by gross negligence or willful misconduct and no cardinal obligation is violated, this obligation does not extend to lost profits or damages related to business interruptions.

6.8 Force Majeure or business interruptions suffered by GRIEGER or its suppliers, which prevent GRIEGER temporarily and through no fault of its own from delivering the object of contract by the agreed deadline or within the agreed period, the agreed deadlines or periods are postponed by the length of any interruption caused by such circumstances.

## 7 Default of acceptance

7.1 In the event that the Customer fails to accept the object of contract on the agreed delivery date due to circumstances that are attributable to it, or if it fails to pick up such object even after having been notified that it has been completed and is now due for acceptance, GRIEGER is entitled to demand to be compensated for any resulting added expenditures.

7.2 In the event that the Customer delays delivery or performance, GRIEGER may charge storage costs at a rate of 0.5 % for each (partial) month, up to 5 % of the price of delivery or performance. Both parties are free to furnish proof of greater or lower storage costs. In cases of default in acceptance, GRIEGER is authorized to determine a suitable place of storage and insure the objects of delivery or performance at the Customer's expense and risk.

7.3 If GRIEGER is entitled to demand damages in lieu of performance, it may, without prejudice to its option to assert a claim for actual damages in a greater amount, demand payment of 15 % of the price as compensation, unless the Customer furnishes evidence of no or lesser damages.

## 8 Payment

8.1 Unless otherwise agreed, agreed rates are stated in EUR and subject to the clause EXW (ex works) of INCOTERMS® 2010, exclusive of sales tax and customs duties as well as freight, packaging and transport insurance costs, along with other shipping expenses.

8.2 Orders shall be paid by credit card, PayPal or on account.

8.3 If GRIEGER has multiple outstanding claims against the Customer, and insofar as the Customer's payments are not made on a specific claim, GRIEGER is entitled, giving due consideration of the Customer's interests, to determine to which open claim a given payment should be applied.

8.4 Periods for payment lapse and any outstanding claim immediately falls due in the event that a petition for the institution of insolvency proceedings are filed for the Customer's assets or if the Customer knowingly provided false information about its credit or if its solvency or credit subsequently worsened.

8.5 The Customer has a right of setoff with respect to claims by GRIEGER only if and to the extent that its counter-claim is undisputed or has been stated legally binding.

8.6 The Customer has a right of retention only if and to the extent that its counter-claim is based on the same contractual relationship, is undisputed or has been stated legally binding. In the event that a service provided by GRIEGER is defective beyond any doubt, the Customer has a right of retention only to the extent to which the amount withheld is proportionate to the defects in question as well as the anticipated costs of their removal.

8.7 Insofar as our invoices do not include value added tax, especially on account of our assumption, based on information provided by the Customer, that the transaction in question represents an intra-Community delivery within the meaning of § 4 no. 1 b in conjunction with § 6a of the German Value Added Tax Act (*Umsatzsteuergesetz UStG*), and that GRIEGER will incur liability for value added tax after the fact (§ 6 a para 4 UStG), the Customer shall pay to GRIEGER the amount by which GRIEGER is encumbered. Such obligation exists irrespective of whether GRIEGER must pay value added tax, import sales tax or similar taxes at home or abroad at a later point in time.

## 9 Services comprising performance

9.1 The place of performance for the products or services ordered is the location of GRIEGER's corporate offices. The Customer shall pick up the goods there after receipt of notification of the completion.

9.2 The place of performance with respect to payments to be made to GRIEGER is the location of GRIEGER's corporate offices.

9.3 The Customer is obliged to pick up products as soon as GRIEGER has notified the completion of the products or services ordered.

9.4 The risk of any defect in the goods to be made by GRIEGER passes to the Customer upon the declaration of readiness for printing unless the error in question did not arise or could not have been identified prior to the production stage following such declaration.

9.5 Absent willful misconduct or gross negligence on the part of GRIEGER or any of its legal representatives or agents, the risk of accidental loss or damages to the goods passes to the Customer upon the notice of completion and readiness for pick-up. Insofar as shipment was agreed at the Customer's request, such risk is transferred with the dispatch or the goods' delivery to the assigned carrier.

9.6 Unless otherwise agreed and subject to the Customer's directions, GRIEGER determines the nature and extent of packaging. The Customer shall dispose any packaging designed for single use.

9.7 In the event that shipment is effected in borrowed packaging, such packaging must be returned within 30 days of receipt at GRIEGER's expense, with the Customer bearing liability for any loss of or damage to such packaging. Borrowed packaging shall not be used for other purposes or to hold other items. It is exclusively intended for the transport of goods supplied. Labels shall not to be removed.

9.8 If goods are damaged or lost in transit, an inventory is to be prepared without delay and GRIEGER is to be informed accordingly. The Customer must promptly assert claims against the carrier for any damages sustained during transit.

9.9 GRIEGER will insure goods only upon the Customer's express written request and at the Customer's expense.

## 10 Items supplied by customer

10.1 GRIEGER bears no liability for damages resulting from erroneous or imprecise labels or designations on or for items (including original artworks), means of production or other supplies provided by the Customer. GRIEGER is under no obligation to test or examine

goods and other supplies provided or prompted by the Customer or a third party acting at its behalf, including but not limited to any data medium and transmitted data.

10.2 The Customer shall inform GRIEGER in the Order about the exact value of an item exceeding a value of 2.500,00 €.

10.3 GRIEGER will check the goods and means of production to be processed for superficial defects. GRIEGER is not obliged to perform more thorough controls. GRIEGER shall immediately notify the Customer of any defects discovered. This also applies to any data carriers and data transferred to GRIEGER by or at the instigation of the Customer.

10.4 The Customer shall indemnify GRIEGER against such damages, including lost profit, as GRIEGER may incur as a result of the provision of materials that are unfit for processing, provided that the damages are not attributable to GRIEGER.

10.5 GRIEGER holds a right of retention to any proofs, correction print and stamp templates, manuscripts, raw materials and other items in accordance with § 369 of the German Commercial Code (*Handelsgesetzbuch-HGB*) until all outstanding claims under the business relationship have been satisfied in full.

10.6 Items provided by the Customer shall be stored by GRIEGER until the accomplishment of the Order unless a longer retention period is applicable by law. Once the Order is accomplished, the Customer shall collect the items immediately. Otherwise and following the setting of a reasonable period of grace by which the items in question shall be collected, GRIEGER is entitled to destroy the items. If digital data are transferred to GRIEGER by or at the instigation of the Customer, then GRIEGER is entitled, but not obliged, to store that data in line with the applicable legal provisions. The Customer can object to the storage of the data at any time. GRIEGER is not liable for any loss of data.

## 11 Obligation to examine and report

11.1 The Customer shall examine the object of contract received, along with any preliminary and interim results provided for correction, for defects and damages (pursuant to § 377 HGB) immediately upon delivery, and it shall report to GRIEGER any defects and damages discovered then or at a later point in time immediately upon detection. Defects must be reported in writing.

11.2 Defects afflicting only a part of the goods delivered do not entitle the Customer to object to the entire shipment unless such partial delivery is of no interest to the Customer.

11.3 Cases in which the dimensions of the goods to be delivered by GRIEGER deviate from specifications only to the degree deemed common to the industry and commercial standard and do not warrant complaints.

11.4 With respect to color reproductions, minor deviations from the original do not warrant complaints irrespective of the production process, and the same is true for the comparison between other templates (e.g., proofs) and the final product.

## 12 Warranty

12.1 Insofar as an object of delivery or performance provided by GRIEGER is found to be defective, GRIEGER may at its sole discretion either remove the defect or replace the product.

12.2 The Customer waives all claims based on expenditures related to remedial performance, including but not limited to transport, infrastructure, labor and material costs, insofar as expenditures rise as a result of the goods subsequently having been transferred to a site other than the Customer's business offices. The place of remedial performance is GRIEGER's business offices.

12.3 Deliveries exceeding or falling short of the order volume by up to 10 % do not warrant complaints. Invoices are based on the volume supplied. For supplies from custom paper orders below 1,000 kg, the percentage increases up to 20 %; below 2,000 kg, it is 15 %.

## 13 Property rights

13.1 Orders based on drawings, sketches, models, samples or other data a Customer provides to GRIEGER (including Customer requests for specific procedures) are executed at the Customer's risk. The Customer shall bear the sole responsibility for procuring that executing its Orders does not infringe any third-party property rights. In the event that GRIEGER finds itself the subject of claims

alleging the violation of third-party property rights as a result of order execution, the Customer will indemnify and hold GRIEGER harmless from and against all such third-party claims as well as the costs of necessary legal defense. GRIEGER is not obliged to continue processing Orders with respect to which third parties plausibly allege property-right violations. The Customer shall bear any further damages, including but not limited to the cost of any work that GRIEGER has already undertaken as part of the order execution.

13.2 Any liability on GRIEGER's part for violations of property rights related to the use of the objects of delivery or performance, or to the combination or use of objects of delivery or performance with other products, is expressly excluded.

13.3 In cases of the infringement of property rights, GRIEGER is entitled, on its own discretion, to procure the necessary licenses regarding any property right violated or to supply the Customer with an object of delivery or performance that has been altered to a degree that is reasonable for the Customer.

13.4 The deliveries and performance by GRIEGER does not include the transfer or grant of property rights or copyrights, including existing industrial property rights, from GRIEGER to the Customer. In the event that such transfer or grant of property rights or copyrights is intended by way of exception, GRIEGER and the Customer will enter into a separate agreement that specifies, among other things, the nature and scope of the licenses or property rights to be furnished.

## 14 Liability

14.1 GRIEGER's liability in cases in which the Customer asserts claims for damages caused willful misconduct or gross negligence, including willful misconduct or gross negligence attributable to GRIEGER's representatives or agents, shall be governed by applicable law. Provided that GRIEGER is not charged with an intentional breach of contract, its liability for damages is limited to typical and foreseeable damages.

14.2 GRIEGER's liability shall be governed by applicable law in cases in which it culpably violates a cardinal contractual obligation, too, however, its liability is limited to typical and foreseeable damages. A cardinal contractual obligation has been violated if the breach concerns a duty upon the fulfillment of which the Customer can reasonably rely on.

14.3 Liability for culpable injuries to life, body or health remains unaffected; this also applies to any compulsory liability governed by the German Product Liability Act (*Produkthaftungsgesetz*) as well.

14.4 Any further liability for damages is excluded irrespective of the legal nature of the claim asserted. This applies in particular on claims for damages based on *culpa in contrahendo*, other breaches of duty or tort-claims for the compensation of property damages according to § 823 BGB.

14.5 The limitation according to Item 14 No. 4 also applies if and to the extent that the Customer demands compensation for futile expenses rather than damages in Lieu of performance.

14.6 Insofar as our liability for damages is excluded or limited, such exclusion or limitation also applies to the personal liability for damages of our staff, employees, representatives and agents.

14.7 The Customer has no rights of recourse against GRIEGER if and to the extent that the Customer has entered into contractual arrangements with its buyers that extend beyond the claims for damages and those based on defects provided by law.

14.8 Insofar as the liability is excluded or limited according to the foregoing, the Customer shall indemnify GRIEGER against third-party claims.

14.9 With respect to items the Customer provides to GRIEGER, including but not limited to documents or media, the culpability standard is limited to the diligence that GRIEGER is applying to its own affairs (*diligentia quam in suis*).

14.10 The Customer shall promptly notify GRIEGER in writing of any third-party claim being asserted, and it will adopt defensive measures and enter into settlement negotiations, or assist with the same, only in coordination with GRIEGER.

## 15 Limitation

15.1 The period of limitation for claims and rights based on defects of the products, services and labor provided by GRIEGER, as well as any resulting damages, equals one year and commences in accord-

ance with applicable legal provisions. This does not apply on objects of purchase typically used in relation to a building and caused the defect.

15.2 The period of limitation in the event of a recourse of entrepreneur pursuant to §§ 478, 479 BGB remains unaffected; it equals five years from the delivery of the defective item.

15.3 The period of limitation according to Item 15.1 does not apply in cases of intent, if GRIEGER fraudulently concealed the defect, of claims for damages based on personal injury or a person's liberty, of claims under the German Product Liability Act (*Produkthaftungsgesetz*) as well as in cases of grossly negligent breaches of duty.

## **16 Acquisition of title**

16.1 GRIEGER retains the title to all objects of contract until all claims to which GRIEGER is entitled under the business relationship with the Customer have been settled in full. GRIEGER retains all property rights and other transferrable rights to the images, drawings, calculations and other (technical) documents provided by GRIEGER until all claims to which GRIEGER is entitled under the business relationship with the Customer have been settled in full. The Customer will safe keep objects of contract delivered for GRIEGER at no charge.

16.2 Any processing or remodeling of the object of contract undertaken by the Customer is strictly done on GRIEGER's behalf. If the object of contract is processed together with other items not belonging to GRIEGER, we acquire the title (joint ownership) to the new product at a rate reflecting the proportion of the value of the object of contract (final invoice amount, including value added tax) to the other items processed at the time of processing. The product made by way of processing is subject to the same rules as the object of contract supplied subject to retention of title (Item 16.1).

16.3 In the event that the object of contract is inseparably mixed with other items not belonging to GRIEGER, we acquire the title (joint ownership) to the new product at a rate reflecting the proportion of the value of the object of contract (final invoice amount, including value added tax) to the other items mixed at the time of mixing. If the mixing is made such that the Customer's product is to be regarded as the principal item, it is deemed to have been agreed that the Customer assigns to GRIEGER a joint ownership. The Customer will safekeep the resulting (partial) title for GRIEGER.

16.4 To secure GRIEGER's claims against the Customer, the Customer further shall assign to GRIEGER such claims against third parties as may arise as a result of an attachment of the object of purchase with a property as an essential part.

16.5 Insofar as GRIEGER acquires the title to products by its performance, GRIEGER retains the title thereto until all existing claims under the business relationship with the Customer have been settled in full.

16.6 The Customer is obligated to carefully store any products subject to retention of title, and it will, to the extent necessary, perform maintenance and repair work in due time. The Customer must further insure products subject to retention of title against loss and damage. The Customer shall assign to GRIEGER such claims for security.

16.7 The Customer is entitled to resell any items (jointly) owned by GRIEGER in the regular course of business as long as it meets its obligations under the business relationship with GRIEGER. In this case the claims resulting from the resale are deemed to have been assigned to GRIEGER at a rate reflecting the proportion of the value of GRIEGER service secured by retention of title (claim in the amount of the final invoice, including value added tax) to the total value of the product sold. The Customer remains entitled to collect such claims even after the assignment. GRIEGER's right to collect such claims remains unaffected. GRIEGER undertakes, however, not to collect such claims as long as the Customer meets its payment obligations in relation to the revenue collected, does not default on payment, does not become subject to a petition for the institution of insolvency or composition proceedings and does not suspend payments altogether.

16.8 The Customer's right of disposal regarding products subject to GRIEGER's retention of title as well as to collect claims assigned to GRIEGER expires as soon as it fails to meet its payment obligations and/or becomes subject to a petition for the institution of insolvency or composition proceedings.

16.9 The Customer shall promptly notify GRIEGER of any risk to its property subject to retention of title, including but not limited to cases of insolvency and illiquidity as well as legal enforcement measures. At GRIEGER's request, the Customer must provide all necessary information regarding the products (jointly) owned by GRIEGER as well as the claims assigned to GRIEGER, and it will inform its buyers of such assignment. The Customer shall assist GRIEGER with all measures that are necessary to protect GRIEGER's (jointly) property.

16.10 With respect to all claims under the agreement, GRIEGER is entitled to a lien on any Customer item which GRIEGER becomes possession of. Such lien may be asserted on account of claims based on a previous delivery or performance as well, provided that such delivery or performance is related to the object of delivery or performance.

With respect to other claims under the business relationship, the lien is valid to the extent recognized or have been stated legally binding. §§ 1204 et seqq. BGB and § 50 (para 1) of the Insolvency Code shall apply accordingly. In the event that third parties attempt to seize items (jointly-) owned by GRIEGER, especially by way of garnishment, the Customer shall immediately alert such third party as to the ownership status of GRIEGER and notify GRIEGER of such attempted seizure.

16.11 In the event that the realizable value of security exceeds GRIEGER's claims by more than 10 %, GRIEGER shall release security of its choice to such extent at the Customer's request.

## **17 Material processing**

In the event that the Customer supplies GRIEGER with materials for processing, the following supplemental provisions apply:

17.1 Materials supplied by the Customer shall be delivered free of charge irrespective of its nature.

17.2 Upon delivery, GRIEGER will inspect the goods to be processed for superficial defects and damages only. GRIEGER is not obliged to perform more thorough controls. GRIEGER shall notify the Customer of any defect or damage within ten business days of discovery.

17.3 The goods to be provided to GRIEGER shall be of suitable quality and made from materials suitable for processing. Should the quality not adhere to this standard, GRIEGER may assert claims for damages against the Customer in accordance with applicable law.

17.4 Whenever the Customer provides materials, the packaging as well as any waste due to unavoidable loss associated with print forms and production runs as well as processing involving cut-outs and stamp-outs, etc. stays at GRIEGER.

17.5 The Customer's digital templates and data must be created and formatted according to GRIEGER's specifications. In cases of data transmissions, the Customer shall install and use state-of-the-art anti-virus software prior submitting any data. The Customer alone is responsible for backing up data. GRIEGER is entitled to create one copy.

17.6 GRIEGER shall bear no liability for damages stemming from erroneous or imprecise labels or designations on or for goods supplied by the Customer.

17.7 No compensation is granted for waste incurred up to the extent deemed common to the trade.

## **18 Confidentiality**

18.1 Both the Customer and GRIEGER shall keep all aspects of their business relationship that warrant protection strictly confidential. In particular, both shall recognize all commercial and technical details of which they become aware as a result of the business relationship as trade secret. Their duty of confidentiality does not extend to information or aspects of the business relationship that were already generally known to the public by the time of disclosure – or becomes generally known through no wrongful act – as well as such information or aspects of the business relationship as either of the two may have already known demonstrable prior to disclosure or as a third party may have disclosed to the Customer or GRIEGER without the parties hereto having to assume that a contractual or statutory duty of confidentiality was violated. The Customer and GRIEGER shall ensure that their respective staff is bound to the interest in confidentiality.

18.2 The documents provided shall only be duplicated on a need-to-know basis for business reasons and as permitted by copyright law.

18.3 Absent the written approval of the other party hereto, no documents, or any part thereof, shall be shared with third parties or shall be used for other than the purpose for which they were provided to the Customer or GRIEGER, except for the extent to which applicable law, a court order or an official directive requires such disclosure. The affected party shall immediately notify the other party of such obligation and, to the extent permitted by law, in writing and upon gaining knowledge thereof, specifying the intended disclosure as well as the information to be disclosed while keeping any mandated disclosure to the required minimum.

18.4 Processes of whatever nature that are provided or disclosed hereunder must only be put to the intended use set forth or specified in the contract; no disclosure shall be made to a third party without the other party's express consent.

18.5 This duty of confidentiality is to be imposed on third parties as part of similar agreements.

18.6 The Customer shall not advertise its business relationship with GRIEGER without prior written consent.

18.7 The Customer and GRIEGER remain bound by this duty of confidentiality for a period of three years following the termination of their business relationship.

## 19 Miscellaneous

19.1 At GRIEGER's sole discretion, the legal venue shall lie with the competent courts of GRIEGER's registered offices in Düsseldorf or that with the competent courts of the customer's registered offices.

19.2 The business relationship with the Customer is exclusively subject to the laws of the Federal Republic of Germany, excluding the CISG (*United Nations Convention on Contracts for the International Sale of Goods*).

19.3 In the event that individual parts of the ABL are void or ineffective, the remaining parts hereof continue in full force and effect, and the parties hereto will endeavor to replace the ineffective provision with one that best approximates the economic purpose and legal meaning of the original wording.

19.4 The language of the agreement is German.

## Contact Details

Grieger GmbH, Färberstraße 94, 40223 Düsseldorf (Germany)  
Director Stuart Trood, Michael Burandt

Fon: +49 (0) 21 1 – 33 97 – 0  
Fax: +49 (0) 21 1 – 33 97 – 465  
Email: [info@grieger.com](mailto:info@grieger.com)  
[www.grieger.com](http://www.grieger.com)

Registered Seat of the Company: Düsseldorf  
Commercial Register Düsseldorf No. HRB 79571  
VAT ID No.: DE 310 354 481