



General Terms and Conditions of Purchase of Rose Druck GmbH

§ 1 Scope, Form

1. These General Terms and Conditions of Purchase ("**Purchase GTC**") apply to all our contractual and business relationships with our business partners and suppliers ("**Seller**"). The Purchase GTC only apply if the Seller is an entrepreneur (§ 14 German Civil Code ("**BGB**")), a legal entity under public law or a special fund under public law.
2. The Purchase GTC apply in particular to contracts for the sale and/or delivery of movable Goods ("**Goods**"), irrespective of whether the Seller manufactures the Goods himself or purchases them from suppliers (§§ 433, 650 BGB). The Purchase GTC also apply to future contracts without our repeated reference in each individual case. If we amend the Purchase GTC and communicate the amended version to the Seller in text form or publish it on our website at <https://rose-druck.de/de/downloads-de>, the amended version last communicated or announced at the time of the respective order will apply to future contracts.
3. These Purchase GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Seller only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement of consent applies in any case, for example even if the Seller refers to his general terms and conditions within the scope of the order confirmation and we do not expressly object to this.
4. Individual agreements made with the Seller in individual cases (including ancillary agreements, supplements and amendments) in all cases take precedence over these Purchase GTC. Subject to proof to the contrary, a written contract or our written confirmation will be authoritative for the content of such agreements.



5. Legally relevant declarations and notifications by the Seller in relation to the contract (e.g. setting of deadlines, reminders, withdrawal) must be made in writing. Written form within the meaning of these Purchase GTC includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements remain unaffected.
6. References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions will therefore apply unless they are directly amended or expressly excluded in these Purchase GTC.

§ 2 Conclusion of Contract

1. Our order is freely revocable prior to receipt by us of the Seller's declaration of acceptance. The Seller must point out obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents to us for the purpose of correction or completion before acceptance; otherwise the contract is deemed not to have been concluded.
2. Our order will be deemed accepted by the Seller if the Seller does not object in writing within a period of two (2) weeks after receipt of our order.

§ 3 Delivery Time and Delay in Delivery

1. The delivery time stated by us in the order is binding. If the delivery time is not specified in the order and has not been agreed otherwise, it will be four (4) weeks from the conclusion of the contract. The Seller is obliged to inform us immediately in writing if he is unlikely to be able to meet agreed delivery times - for whatever reason.
2. If the Seller does not perform or does not perform within the agreed delivery time or if the Seller is in default, our rights - in particular to rescission and damages - will be determined in accordance with the statutory provisions. The provisions in § 3 para. 3 of these Purchase GTC remain unaffected.



3. If the Seller is in default, we may - in addition to further statutory claims - demand lump-sum compensation for our default damages in the amount of 1 % of the net price of the delayed performance (e.g. delivery value) per completed calendar week, but in total not more than 5 % of the net price of the delayed performance. We reserve the right to prove that higher damages have been incurred. The Seller reserves the right to prove that no damage at all or only significantly less damage has been incurred.

§ 4 Performance, Delivery, Transfer of Risk, Default of Acceptance

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1. The Seller is not entitled to have the performance owed by him rendered by third parties (e.g. subcontractors) without our prior written consent. The Seller will bear the procurement risk for his services unless otherwise agreed in individual cases (e.g. limitation to stock).
2. Within Germany there will be free delivery to our place of business ("*frei Haus*") unless another place is expressly stated in the order. The respective place of destination is also the place of performance ("*Erfüllungsort*") for the delivery and any subsequent performance ("*Bringschuld*").
3. The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (article number or article description and quantity) and our order identification (date, order number/order designation). If the delivery note is missing or incomplete, we will not be responsible for any delays in processing and payment resulting therefrom. A corresponding dispatch note with the same content must be sent to us separately from the delivery note.
4. The risk of accidental loss and accidental deterioration of the item will pass to us upon handover at the place of performance. Insofar as an acceptance ("*Annahme*") has been agreed, this will be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services according to §§ 631 et altera BGB ("*Werkvertrag*") also apply accordingly in the event of acceptance.

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5. The statutory provisions will apply to the occurrence of our default in acceptance (“*Annahmeverzug*”). However, the Seller must also expressly offer us his performance if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the Seller may demand compensation for his additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract relates to a non-representable item to be manufactured by the Seller (individual production, “*Einzelanfertigung*”), the Seller will only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

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§ 5 Prices and Terms of Payment

1. The price stated in the order is binding. All prices are subject to the statutory value added tax applicable at the time.
2. Unless otherwise agreed in the individual case, the price includes all services and ancillary services of the Seller (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance). At our request, the Seller will take back packaging in accordance with the Packaging Ordinance (“*Verpackungsordnung*”) or, in the event that we are end consumers within the meaning of the Packaging Ordinance, will enter into a licence agreement with a provider of a dual system so that we can dispose of packaging without incurring any costs.
3. The Seller is obliged to show our order identification (date, order number/order designation) in his invoices. If the order identification is missing or incomplete, we will not be responsible for any delays in processing and payment resulting therefrom.
4. The agreed price is due for payment within 30 calendar days of complete delivery and performance (including any agreed formal acceptance) and receipt of a proper invoice. If we make payment within 21 calendar days, the Seller will grant us a 3 % discount on the net amount of the invoice. In the case of bank transfer, payment will be deemed to have been made on



time if our transfer order is received by our bank before expiry of the payment deadline; we will not be responsible for any delays caused by the banks involved in the payment process.

5. We do not owe any interest on arrears. The statutory provisions apply to default in payment.
6. We will be entitled to rights of set-off and retention as well as the objection of non-performance of the contract (*“Einrede des nicht erfüllten Vertrages”*) to the extent provided by law. In particular, we are entitled to withhold due payments as long as we are still entitled to claims from incomplete or defective performances against the Seller.
7. The Seller will have a right of set-off or retention only in respect of counterclaims which have been established by declaratory judgment or are undisputed.

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§ 6 Confidentiality and Retention of Title

1. We reserve the property rights and copyrights to illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual performance and returned to us after completion of the contract. The Seller may not make the documents available to third parties without our express written consent. The documents must be kept secret from third parties, even after termination of the contract. The obligation to maintain confidentiality will only expire if and to the extent that the knowledge contained in the documents provided has become generally known. Special confidentiality agreements and statutory regulations on the protection of secrets will remain unaffected.
2. The above provision applies accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which we provide to the Seller for production. Such items - as long as they are not processed - will be stored separately at the Seller's expense and insured to a reasonable extent against destruction and loss. At the same time, the Seller hereby assigns



to us all claims for compensation arising from this insurance; we hereby accept the assignment. Furthermore, he will be obliged to carry out any necessary maintenance and inspection work as well as all servicing and repair work at his own expense and in due time. He must notify us immediately of any malfunctions; if he culpably fails to do so, claims for damages will remain unaffected.

3. Intermediate copies, foils, mounting foils, files etc. will become our property after completion of the Goods. The return delivery of all documents and items is part of the contract.
4. Any processing ("*Verarbeitung*"), mixing ("*Vermischung*") or combining ("*Verbindung*"; further processing, "*Weiterverarbeitung*") of provided items by the Seller will be carried out for us. The same will apply in the event of further processing of the Goods supplied by us, so that we will be deemed to be the manufacturer and will acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions. Insofar as the security interests to which we are entitled exceed the value of the Goods provided by us by more than 10 %, we will be obliged to release the security interests at our discretion at the request of the Seller.
5. The transfer of ownership of the Goods to us will be unconditional and without regard to the payment of the price ("*Eigentumsvorbehalt*"). If, however, in individual cases we accept an offer of the Seller to transfer ownership conditional on payment of the purchase price, the Seller's retention of title will expire at the latest upon payment of the purchase price for the Goods delivered. We will remain authorised to resell the Goods in the ordinary course of business even before payment of the purchase price with advance assignment of the claim arising therefrom (alternatively validity of the simple reservation of title extended to the resale, "*verlängerter Eigentumsvorbehalt*"). This excludes all other forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.



§ 7 Defective Delivery

1. The statutory provisions and, exclusively in our favour, the following supplements and clarifications apply to our rights in the event of material defects and defects of title of the Goods (including wrong delivery and short delivery as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by the Seller.
2. In accordance with the statutory provisions, the Seller is liable in particular for ensuring that the Goods have the agreed quality when the risk passes to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract or were included in the contract in the same way as these Purchase GTC will be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, from the Seller or from the manufacturer. The Goods ordered by us must also comply with the recognised rules of technology ("*anerkannte Regeln der Technik*") and the statutory DIN, trade association and accident prevention regulations ("*gesetzliche DIN-, Fachverbands- und Unfallverhütungsvorschriften*").
3. In the case of Goods with digital elements or other digital content, the Seller owes the provision and updating of the digital content in any case to the extent that this results from a quality agreement pursuant to § 7 para. 2 of these Purchase GTC or other product descriptions by the manufacturer or on its behalf, in particular on the Internet, in advertising or on the goods label.
4. We are not obliged to inspect the Goods or to make special enquiries about any defects upon conclusion of the contract. In partial deviation from § 442 para. 1 sentence 2 BGB, we are therefore also entitled without restriction to claims for defects if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.
5. The statutory provisions (§§ 377, 381 German Commercial Code ("**HGB**")) apply to the commercial duty to inspect and give notice of defects with the following limitation: Our duty to inspect will be limited to defects which become apparent during our incoming Goods inspection under external



appraisal including the delivery documents (e.g. transport damage, wrong delivery and short delivery) or which are recognisable during our quality control in the random sampling procedure. If acceptance has been agreed, there will be no obligation to inspect. Otherwise, it will depend on the extent to which an inspection is feasible in the ordinary course of business, considering the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Notwithstanding our duty to examine, our complaint (notice of defect, “*Mängelanzeige*”) will be deemed to have been made without delay and in due time if it is sent within five (5) working days (Monday - Friday) of discovery or, in the case of obvious defects, of delivery.

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6. Subsequent performance (“*Nacherfüllung*”) will also include the removal of the defective Goods and their re-installation, provided that the Goods were installed in another item or attached to another item in accordance with their type and intended use before the defect became apparent; our statutory claim to reimbursement of corresponding expenses (removal and installation costs, “*Aus- und Einbaukosten*”) will remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs, will be borne by the Seller even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request to remedy a defect will remain unaffected; in this respect, however, we will only be liable if we recognised or were grossly negligent in not recognising that there was no defect.

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7. Without prejudice to our statutory rights and the provisions in § 7 para. 6 of these Purchase GTC, the following apply: If the Seller fails to fulfil its obligation of subsequent performance - at our discretion by remedying the defect (rectification, “*Nachbesserung*”) or by delivering a non-defective item (replacement, “*Ersatzlieferung*”) - within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement from the Seller of the expenses required for this purpose or a corresponding advance payment (right of self-execution, “*Ersatzvornahme*”). If subsequent performance by the Seller has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline



need be set; we will inform the Seller of such circumstances without delay, if possible in advance.

8. Otherwise, in the event of a material defect or defect of title, we will be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we will be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

§ 8 Supplier Recourse

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1. Our legally determined claims for expenses and recourse within a supply chain (supplier recourse pursuant to §§ 478, 445a, 445b or §§ 445c, 327 para. 5, 327u BGB, "*Lieferantenregress*") will be available to us without restriction in addition to the claims for defects. In particular, we are entitled to demand exactly the type of subsequent performance (rectification or replacement) from the Seller that we owe our customer in the individual case; in case of Goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. Our statutory right of choice (§ 439 para. 1 BGB) will not be restricted hereby.
2. Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 445a para. 1, 439 para. 2, 3, 6 p. 2, 475 para. 4 BGB, "*Aufwendungsersatz*"), we will notify the Seller and request a written statement, briefly explaining the facts. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by us will be deemed to be owed to our customer. In this case, the Seller will be obliged to prove the contrary.
3. Our claims from supplier recourse also apply if the defective Goods have been combined with another product or processed in any other way by us, our customer or a third party, e.g. by installation, attachment or installation.



§ 9 Producer Liability

1. If the Seller is responsible for product damage, he will indemnify us against claims by third parties to the extent that the cause lies within his sphere of control and organisation and he himself is liable in relation to third parties.
2. Within the scope of its indemnification obligation ("*Freistellungsverpflichtung*"), the Seller will reimburse expenses pursuant to §§ 683, 670 BGB arising from or in connection with a claim by third parties including recall actions carried out by us. We will inform the Seller about the content and scope of recall measures - insofar as this is possible and reasonable - and give him the opportunity to comment. Further legal claims remain unaffected.
3. The Seller will take out and maintain product liability insurance with an appropriate and customary amount of cover. Proof of insurance will be submitted to us immediately upon request.

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§ 10 Statute of Limitation

1. The mutual claims of the parties will become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.
2. Notwithstanding § 438 para. 1 no. 3 BGB, the general limitation period for claims for defects will be three (3) years from the transfer of risk. Insofar as acceptance has been agreed, the limitation period will begin with acceptance. The 3-year limitation period also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for claims in rem of third parties for surrender of Goods (§ 438 para. 1 no. 1 BGB) will remain unaffected; claims arising from defects of title will furthermore not become statute-barred in any case as long as the third party can still assert the right - in particular in the absence of a limitation period - against us.
3. The limitation periods of the law on sales according to §§ 433 et altera BGB ("*Kaufrecht*") including the above extension apply - to the statutory



extent - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) applies for this, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

§ 11 Third-Party Property Rights

1. If a third party asserts a claim against us for infringement of property rights, the Seller will be obliged to indemnify us against such claims. We are not entitled to make any agreements with the third party without the consent of the Seller, in particular to conclude a settlement.
2. The indemnification obligation of the Seller refers to all expenses necessarily incurred by us from or in connection with the claim by a third party.

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§ 12 Governing Law and Place of Jurisdiction

1. These Purchase GTC and the contractual relationship between us and the Seller will be governed by the laws of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
2. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our place of business. However, we are also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these Purchase GTC or a prior individual agreement or at the general place of jurisdiction of the Seller. Overriding statutory provisions, in particular on exclusive jurisdiction, will remain unaffected.



§ 13 Severability Clause

Insofar as the contract or these Purchase GTC contain loopholes, the legally effective provisions which the parties would have agreed in accordance with the economic objectives of the contract and the purpose of these Purchase GTC if they had been aware of the loophole will be deemed to have been agreed in order to fill these loopholes.

§ 14 Prevail Version

These Purchase GTC have been drawn up in two languages (German/English). In the event of any inconsistency or conflict between the English and German version, the German version alone shall prevail. The German version is published on our website at <https://rose-druck.de/de/downloads-de>.

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