

General Business Terms and Conditions for Mondi Deutschland GmbH, Hammelburg, Sendenhorst and Trebsen Plants

I. Exclusive Validity

1. The legal relationships between the contractual parties are regulated exclusively in accordance with the following conditions. The business terms and conditions of the Purchaser or of a third party shall not apply, even in the event that the Seller does not disagree with the application separately in individual cases. Even if the Seller refers to a document that contains the business terms and conditions of the Purchaser or of a third party, or refers to such, this shall not imply any consent to the application of those business terms and conditions.
2. These conditions shall also apply, in the version valid at the time of ordering, as a framework agreement for similar future agreements, whereby the Seller does not need to refer to these in each individual case.
3. The following terms and conditions and other agreements shall otherwise also remain binding if individual parts should be legally invalid.

II. Realisation and Content of the Agreement

1. Offers always remain non-binding and without obligation. The Purchaser's order is considered a binding contractual offer. The contents of the order confirmation are binding under the contractual conditions unless the Purchaser raises an objection immediately after receipt of the order confirmation. A legally binding agreement only comes into force through a written order confirmation from the Seller. Transmission by telex or e-mail is sufficient to satisfy the requirement of written form.
2. Verbal assurances by the Seller before the signing of the agreement are not legally binding. Other verbal agreements shall only enter into force when these are mutually confirmed in writing or included in a contractual document.
3. The Seller's information about the object of the delivery or performance (for example, weights, measurements, practical value, load-bearing capacity, tolerances and technical data) as well as presentations of such (for example, drawings and images) are only approximately representative, unless the usefulness for the contractually anticipated purpose requires precise compliance. These are not guaranteed characteristics, but rather descriptions or labelling of the delivery or performance. Customary deviations that occur as a result of legal regulations or that comprise technical improvements as well as the replacement of structural components with equivalent parts are permitted to the extent that they do not compromise the usability in terms of the contractually anticipated purpose.
4. The Seller retains the right to make technical changes to his products unless the usability for the Purchaser is hereby compromised.
5. Partial deliveries are permitted to the extent that this is not expressly prohibited. The Seller shall inform the Purchaser of an impending partial delivery in a timely manner.
6. The Seller retains possession or intellectual property rights to all of the proposals and cost estimates provided by him as well as the drawings, images, calculations, brochures, catalogues, models, tools and other documents and aids that he has placed at the Purchaser's disposal. The Purchaser may not provide access to these, either as such or in summary, to a third party, publish them, use them himself or through a third party, or reproduce them. At the Seller's request, he must return these objects completely to the Seller and destroy any copies that have been made if he no longer needs them in the ordinary course of business or if negotiations have not led to the conclusion of a contract. This regulation shall apply regardless of whether or not the Seller has identified the documents/objects made available as confidential.
7. The language of negotiation and the contract is German.

III. Pricing

1. Unless otherwise agreed in individual cases, the current prices of the Seller in force at the time of concluding the contract shall apply, and namely ex warehouse. However, if the delivery does not occur until four months after the signing of the contract, the list prices of the Seller valid upon delivery shall apply (in each case, minus an agreed percentage or fixed discount).
2. The prices are valid for the scope of the performance and delivery indicated in the order confirmation. Additional or special services will be calculated separately. The prices are in EUR ex works not including packaging, statutory value-added tax, duty in the case of export deliveries as well as fees and other official levies. Cartage for home deliveries shall also be charged to the Purchaser.

3. For order amounts of 1,000 kg and above, delivery is free of charge to the point of delivery as long as it is located in Germany, and for order amounts under 1,000 kg subject to the work agreed upon.
4. After the conclusion of the contract, if the production costs rise more than 10% for reasons over which the Seller has no control, both parties to the agreement commit themselves to start negotiations which shall aim to adjust the prices in an appropriate way. If these negotiations fail to reach a result within a reasonable period of time (as a rule, three [3] weeks), both parties to the agreement may withdraw from the agreement. In the event of withdrawal, any further claims of the parties (in particular claims for damages) are excluded.
5. Costs for print templates, artwork, plates, patterns and other preparatory work that the Seller has prepared at the request of the Purchaser must be compensated to the Seller even if no agreement is awarded.

IV. Deviations in Quantity, Measurement and Weight

1. The following amount, measurement and weight deviations in deliveries are permitted:
 - a) Quantity deviations:
 - 10% for quantities up to 50,000 pieces
 - 5% for quantities over 50,000 pieces

 - Measurement deviations:
 - 5 mm in bag width
 - 10 mm in bag length
 - 20 mm in bag length for bags longer than 130 cm
 - b) Weight deviations:
 - Up to 4% overweight or underweight for Kraft sack papers
2. Permitted weight deviation is calculated according to DIN/ISO 536.
3. For delivery of plastic sacks and paper sacks with plastic film components, the testing and assessment clause of the GKV [German Association of the Plastics Converters] for high-pressure polyethylene films and products in the version from January 1988 shall apply.

V. Payment terms

1. The purchase price shall be due within 30 days of invoicing and delivery or receipt of goods. In the event of payment within 14 days after invoicing, a 2% cash discount will be granted as long as no previous invoices remain open. The discount period is kept if the invoice amount is received in the Seller's account within the discount period. However, the Seller remains entitled, even in the context of an ongoing business relationship and at any time, to require payment in advance, either completely or partially, in order to perform a delivery. The Seller will explain such a reservation no later than with the order confirmation.
2. Any discounts and/or other reductions in price granted to the Purchaser will lapse if the Purchaser falls into payment default and does not comply with his payment obligations even after a reminder and the setting of an appropriate deadline.
3. Deviating terms of credit are only binding if they are agreed in writing or confirmed by the Seller in writing.
Checks and drafts shall only be accepted on account of performance, whereby any costs resulting shall be borne by the Purchaser. Any fees related to collections, COD and discounts are borne by the Purchaser.
4. When the payment period mentioned in Number 1 lapses, the Purchaser is in arrears. In this case, the Seller retains the right to demand arrears interest in the amount of 8% above the base interest rate in accordance with §247 of the German Civil Code. The Seller retains the right to claim a higher interest loss, which must be proven. Further damages caused by delay may be claimed. For merchants, the claim for commercial default interest (§353 of the German Commercial Code) remains unaffected.
5. The Purchaser retains the right to set-off and/or the assertion of a right of retention only against such counter-claims that have been legally established, are uncontested or acknowledged by the Seller. The Purchaser is

authorised to exercise a right of retention only if the counter-claim is based on the same contractual relationship.

6. The Seller retains the right to perform or render outstanding deliveries or services on a prepayment basis or against deposit alone if, after the conclusion of the contract, circumstances become known that can reduce the creditworthiness of the customer to a significant degree and through which the open receivables of the Seller by the customer based on the contractual relationship in question (including those based on other individual agreements to which the same framework agreement applies) are threatened.

VI. Delivery Time, Delivery Delays, Impossibility of Delivery

1. Delivery deadlines and scheduled delivery dates are only binding when they have been expressly agreed or confirmed in writing. Establishment of scheduled delivery dates takes place pending production capacities.
2. If no specific scheduled delivery date is set, but rather a delivery period, the beginning of this period shall be the date of the order confirmation. The delivery deadline is met if the goods leave the supplier plant in the context of the agreed period or, due to impossibility of shipment, are stored there.
3. If, after the order confirmation, the Purchaser requests modifications which affect the manufacturing time, the delivery period will not begin until the Seller has confirmed the requested modifications in writing.
4. Delivery deadlines are only binding if the Purchaser fulfils his contractual obligations properly.

If the Purchaser comes into default in acceptance, or if he is guilty of violating his contractual duties to cooperate, delivery deadlines will lapse. In addition, the Seller retains the right to demand compensation for any damages that occur to him (including any additional expenditures).

5. The Seller shall not be held liable for impossibility of delivery or for delivery delays if these are caused by force majeure or other circumstances over which the Seller has no control or which could not be anticipated at the time the contract was concluded (for example business disruptions of all kinds; difficulties in acquiring material or energy; delays in transit; strikes; legal lockouts; lack of employees, energy, or raw materials; difficulties in acquiring official permits; administrative measures or absent, incorrect or delayed delivery by suppliers). If such events make the delivery or service significantly difficult or impossible for the Seller and the disruption is not of a transitory nature, the Seller is entitled to withdraw from the contract. For disruptions of a transitory nature, the delivery or service deadlines shall be extended or postponed by the period of time that the disruption lasted in addition to a reasonable run-up period. To the extent that the Purchaser cannot reasonably be expected to accept the delivery or service as a result of the delay, he can, by means of an immediate written declaration to the Seller, withdraw from the contract.
6. Statutory provisions shall determine the beginning of the delivery delay for the Seller. In every case, however, the Purchaser must provide a reminder.
7. If the Purchaser comes into default of acceptance regarding individual parts of the order, the Seller is no longer obliged to deliver further parts of the order.

The same shall apply if the Purchaser comes into default of acceptance for one of several individual orders.
8. If the default of acceptance is the Seller's fault, the Purchaser must provide him with a grace period of two (2) weeks to perform the delivery. After the end of this period, the Purchaser can withdraw from the agreement. The period begins with the beginning of the extension of time for the Seller.
9. If the Purchaser comes into default of acceptance, neglects a cooperative action or delays delivery for other reasons under the Purchaser's control, the Seller is entitled to demand compensation for the damage caused by such actions including additional expenses (for example storage costs). For this, the Purchaser shall calculate a flat allowance in the amount of EUR 5.00 per calendar day and pallet, beginning on the delivery deadline or -- in the absence of a deadline -- with the notification that the goods are ready to be shipped.

Proving more costly damages as well as legal claims are not affected. The flat rate, however, is to be offset against further monetary claims. It shall be up to the Purchaser to prove that no damage to the Seller occurred, or only significantly lower damage than the aforementioned flat rate.

10. If delivery on call has been agreed, call off must begin no later than four (4) months after confirmation of the order. If call off does not occur within the period mentioned above, the Seller can request call off within four (4) weeks. After this period has elapsed, the Seller is entitled to withdraw from the contract and to demand compensation for damages. This shall be at least 15% of the agreed net purchase price. Proof of more extensive damages is not hereby excluded. If the Purchaser proves that the Seller has not suffered any damages or only minimal damages, he is not required to pay compensation for damages or must only compensate for the smaller amount.

VII. Packing, Shipping and Transfer of Risk

1. Paper sacks are not delivered in packaged form. The packing and pallets desired by the Purchaser are calculated at cost price and only accepted as a return by arrangement. Apart from this, pool pallets are exchanged.
2. Shipping is at the Purchaser's risk to the destination the Purchaser has indicated. To the extent that special agreements have not been made, the Seller chooses the packing, the route and the method of shipment using equitable discretion.

The transfer of risk to the Purchaser occurs no later than the transfer of the delivery object (for which the beginning of the unloading process is decisive) to the shipper, freight carrier or otherwise for performance of shipment by a designated third party. This also applies when there are partial deliveries or when the Seller has undertaken additional services (for example shipping or installation). If the shipment or handover is delayed as a result of a condition for which the Purchaser is responsible, the risk is transferred to the Purchaser once the object of the delivery is ready for shipping and the Seller has indicated such to the Purchaser.

The goods will only be insured by the Seller against damage during shipping at the Purchaser's request and at the latter's expense.

3. If shipment of the goods is impossible as a result of circumstances not under the Seller's control, the Seller will inform the Purchaser thereof and grant him a reasonable deadline for removal of the goods. After this period has elapsed, the Seller can move the goods into storage at the expense and risk of the Purchaser (storage contract according to §§467 ff of the German Commercial Code). Once the goods have reached storage, risk of accidental damage or loss of the goods is transferred to the Purchaser. Storage costs after the transfer of risk are borne by the Purchaser. Storage costs are EUR 5.00 per calendar day and pallet for storage arranged by the Seller. The right to claim for additional storage costs or to prove lower costs remains reserved.

VIII. Reservation of Proprietary Rights

1. Until all of the current and future receivables arising from the purchase contract and an ongoing business relationship (secured receivables) have been completely paid, the Seller retains ownership of the sold goods.
2. The goods of which the Seller retains ownership may not be pledged to third parties nor assigned as security before complete payment of the secured receivables. The Seller must inform the Purchaser immediately in writing if a request for the opening of insolvency proceedings is submitted or to the extent that third parties have access to the goods belonging to the Seller (for example through deposits).
3. The Purchaser retains the right to have the goods at his disposal in the context of the regular course of business. If he makes a disposition, he hereby assigns the receivables against his customers arising from the sale with all ancillary rights to the Seller until all receivables of the Seller have been repaid, up to the amount required to settle the outstanding balance with the Seller. The Seller hereby accepts this assignment. The Seller authorises the Purchaser (whereby the authorisation is revocable) to collect the receivables assigned to the Seller on his own behalf for the Seller's reckoning. The collection authorisation can be revoked at any time if the Purchaser does not properly comply with his payment obligations. On request by the Seller, the Purchaser has the obligation to make known to his customers the receivables assignment described above and to share the information with the Seller. He must also deliver the documents required for assertion of the rights that arise from the assignment vis-à-vis his customers.
4. If the reserved goods are processed by the Seller, it is agreed that the processing is on behalf and for the accounting of the Seller as manufacturer and the Seller acquires possession of the newly created object. In the event that the processing is done using textiles from several owners or the value of the processed object is higher than the value of the reserved goods, the Seller acquires joint ownership (fractional ownership) of the newly created object. In the event that such an acquisition of ownership does not occur for the Seller, the Purchaser now transfers his future ownership or -- in the condition mentioned above -- joint ownership of the newly created object to the Seller for good measure. If the reserved goods are bound to other objects to one single object or inseparably mixed, and if one of the other objects is to be considered the main component, the Seller transfers ownership of the object, to the extent that the main component belongs to him, to the Purchaser proportionally in the single object according to the relationship described above.
5. As a precaution, in the event of resale of the reserved goods, the Purchaser now assigns claims arising from this to the Seller against the acquiring party -- in the event of joint ownership with the Seller, proportionally in the reserved goods corresponding to the portion owned jointly. The same shall apply to any other receivables that take the place of reserved goods or otherwise arise regarding the reserved goods, such as for example insurance claims or claims from unlawful action in the event of loss or destruction. The Seller authorises the Purchaser (whereby the authorisation is revocable) to collect the receivables assigned to the Seller on his own behalf. The Seller may only revoke this collection authorisation in case of an enforcement event.
6. Should a third party seize the reserved goods, in particular by means of a pledge, the Purchaser must immediately refer to the ownership of the Seller and inform the Seller about the matter so that he is able to assert his right of ownership.

To the extent that extra-judicial costs or costs from legal processes accrue to the Seller, and that these are entitled and cannot be collected from a third party, the Seller shall be liable to the Purchaser for these costs.

7. On request, the Seller shall release the reserved goods as well as the objects or receivables taking their place, as long as their value does not exceed the secured receivables by more than 10%.

8. The Purchaser shall undertake to insure the reserved goods against all warehouse risks and to prove existence of this insurance upon request. He now assigns his insurance claims to the Seller. The Seller hereby accepts the assignment.
9. In the event of conduct contrary to contract on the part of the Purchaser, in particular for non-payment of purchase price due, the Seller is entitled to withdraw from the contracts and the demand surrender of the reserved goods in the Purchaser's possession.
10. The retention of title according to this Number VIII shall not apply if and to the extent that a delivery in accordance with Number V.1 is made against prepayment.

IX. Industrial and Intellectual Property Rights

1. To the extent that the Seller is to deliver the delivery object according to drawings, models or patterns that have been provided to him by the Purchaser, or to the extent that he is obliged to comply with instructions from the Purchaser, the Purchaser is responsible for assuring that the industrial property protective rights of a third party are not violated. In this respect, he indemnifies the Seller and reimburses him for any damages that may occur.
2. The Seller retains the right to dismantle tools, printing plates, blocks, drawings etc. that were not or not primarily paid for by the Purchaser if no orders for the pattern involved occur within an eighteen (18)-month period.

X. Warranty

1. Patterns used are not contractual items. If patterns are used as the basis of a delivery, this is in this respect not a matter of guaranteed qualities of the product.
2. Slight deviations in material composition and colour, through which the value and suitability of the object of delivery are only lessened to a negligible degree, do not comprise defects.

The qualities of the goods sold such as resistance to wear, waterproofness and the non-fade properties of print colours or the colours of papers and films are only binding if they have been promised by the Seller in writing.
3. Suggestions and statements by the Seller about the appropriateness and use of the goods to be delivered for a particular purpose are not binding and do not release the Purchaser from performing his own tests and sampling. The Purchaser alone is responsible for complying with statutory and official regulations in the use of the goods.

The Seller holds no liability for public statements of the manufacturer or other third parties (for example advertising messages).
4. The warranty period is one (1) year after delivery of the goods.
5. The Purchaser's claims for defects presuppose that he has complied with his legal obligations to examine and report defects. If, upon inspection or later, a defect should appear, this must be reported to the Seller without delay in writing.

This obligation to examine and report defects also remains if a proof sample was previously sent.

The goods are considered to have been approved by the Purchaser if the Seller does not receive a written notification of complaint referring to obvious defects or other defects that were apparent from an immediate and careful examination within seven (7) business days after delivery of the delivery object, or otherwise within seven (7) business days of discovery of the defect, or any earlier point in time in which the defect for the Purchaser under normal usage of the delivery object was recognisable without closer inspection.

At the request of the Seller, the rejected delivery goods shall be returned to the Seller by prepaid freight. In the event of justified notification of defect, the Seller compensates the costs of the least expensive method of shipping.

Further, the Purchaser has the obligation to provide the Seller with the opportunity to observe the notified defect on the spot and to inspect the product.
6. A proportion of defective products up to 2% is typical for the goods and does not comprise a defect.

If one part of the delivery is defective, this does not entitle the Purchaser to object to the entire delivery.
7. In the event of material defects in the delivered objects, the Seller has the obligation and the right, after his reasonable deadline to make the decision, to rectify or provide a replacement delivery. In the event of failure, that is, the impossibility, unreasonableness, refusal or inappropriate delay in rectification or provision of a

replacement delivery, the Purchaser can withdraw from the contract or reduce the purchase price appropriately.

8. The Seller is entitled to make rectification dependent on the Purchaser paying the purchase price due. However, the Seller is entitled to withhold an appropriate portion of the purchase price in relation to the defect.
9. The necessary costs for the purposes of testing and rectification, in particular shipping, road costs, labour costs and material costs (not included are expansion costs and installation costs) are borne by the Seller, if a defect actually exists. Otherwise the Seller can require the Purchaser to compensate the costs that accrue from the unwarranted demand to rectify defects (including testing and shipping costs) unless the lack of deficiency was not apparent to the Purchaser.
10. Claims by the Purchaser for damages or reimbursement of wasted expenses even in the case of defects are only valid according to XI and are otherwise excluded.

XI. Other Liability

1. The Seller's liability to compensate for damages, no matter what the legal basis, in particular for impossibility of, delay of, defective or incorrect delivery; breach of contract; breach of obligations in contract negotiations and tortious acts is, to the extent that this does not apply to a culpable act, limited according to Number XI.
2. The Seller shall not be liable in cases of minor negligence of his institution, legal representatives, employees or other subcontractors unless this relates to breach of obligations essential to the contract. In particular, the obligation to deliver the object free of significant defects on time as well as the obligation to advise, protect and exercise care are contractually significant. The purpose of these is to make it possible for the Purchaser to use the delivery object in accordance with the contract or protect the life and limb of the Purchaser's employees or protect his property from significant damage.
3. To the extent that the Seller, for this reason, is liable for compensation for damages, the liability is limited to damages that the Seller anticipated after concluding the contract as a possible consequence of a breach of contract or had to have anticipated by using customary care and attention. Indirect and consequential damages that are the result of defects of the delivery object are in addition only compensable to the extent that such damages are typically to be expected under appropriate use of the delivery object.
4. The aforementioned exclusions to and limitations on liability shall apply to the same extent in favour of the institutions, legal representatives, employees and other subcontractors of the Seller.
5. To the extent that the Seller provides technical information or is active as an advisor and this information or advising does not belong to the contractually agreed scope of services that he owes, this shall happen free of charge and with exclusion of any liability.
6. The aforementioned limitations do not apply to the liability of the Seller in the case of intentional or grossly neglectful conduct, for guaranteed characteristics, for loss of life, limb or health, or according to the Product Liability Act.
7. The statute of limitations regulated by X Number 4 shall also apply to contractual and non-contractual claims for damages by the Purchaser that relate to a defect in the goods, unless application of the legally regulated statute of limitations would in individual cases lead to a shorter statute of limitations.
8. For claims that fall under regulation by Number XI Number 6, the legal statute of limitations shall however apply.
9. The Purchaser may only demand compensation for damages instead of a performance to the extent that the Seller has been provided, by means of registered letter, with a reasonable deadline to perform or provide rectification. The grace period must be at least four (4) weeks. The same shall apply to any right to withdrawal from the contract.
10. If only part of the delivery is defective, this does not affect the Seller's claims for payment regarding the defect-free part of the delivery.
11. In the event of defects in raw materials/manufacturing components from other manufacturers which the Seller cannot remove because of license terms or factual reasons, the Seller shall invoke, according to his choice, his warranty claims against the manufacturer and supplier on behalf of the Purchaser or assign these to the Purchaser. Warranty claims against the Seller for such defects -- taking into consideration these general business terms and conditions -- only exist if the legal assertion of claims against the manufacturer and supplier were unsuccessful or is apparently pointless (for example in the case of opened insolvency proceedings). For the duration of the legal dispute, the statute of limitations on the warranty claims in question of the Purchaser against the Seller is inhibited.

XII. Commission Order/Contract for Labour and Materials

1. In the case that the Purchaser prepares the materials necessary for manufacture of the product for the Seller, the following shall also apply in addition to the aforementioned general business terms and conditions:
2. The Purchaser alone retains liability for the quality of the materials and textiles he places at the disposal of the Seller.

If the sold goods are defective, it will be assumed that the defect is ascribed to the materials and textiles the Purchaser has supplied. The Purchaser can refute this assumption.
3. The Purchaser bears the risk of accidental destruction or accidental damage/deterioration of the delivered materials/textiles.
4. Storage of the delivered materials/textiles is free of charge for the first two (2) weeks. Thereafter, the Seller will charge a daily flat rate for storage of EUR 5.00 per pallet. This shall not apply if a longer storage period is required for which the Seller is responsible.
5. The Seller will not take out insurance for the materials/textiles delivered by the Purchaser. If the Purchaser wishes to have insurance cover, he must do what is necessary to procure it.
6. If the Seller experiences damage because of the materials/textiles placed at his disposal by the Purchaser, the Purchaser shall be liable -- without fault -- completely. This shall not apply if the damage occurred as a result of intentional or grossly neglect actions by the Seller, his legal representatives or subcontractors. Nor is the Purchaser liable if the damage can be traced to a breach of contractually significant obligations by the Seller. In particular, the obligation to deliver the object free of significant defects on time as well as the obligation to advise, protect and exercise care are contractually significant. The purpose of these is to make it possible for the Purchaser to use the delivery object in accordance with the contract or protect the life and limb of the Purchaser's employees or protect his property from significant damage.

XIII. Applicable Law, Place of Fulfilment and Legal Venue

1. The mutual legal relationships are governed by German law without recourse to international uniform law, in particular UN sales law. Application of the Hague Sales Convention is excluded.
2. The place of fulfilment for payment and delivery is the headquarters of the Seller.
3. The legal venue for all disputes with registered traders is the court with jurisdiction for the Seller.

XIV. Additional Provisions for E-Commerce Sales

For sales on e-commerce platforms, the following special conditions shall also apply:

The Seller provides every Purchaser with the opportunity to order directly on-line through the website

<https://mymondi.mondigroup.com>.

1. The Purchaser receives a User-ID and a personal master password as well as corresponding instructions regarding the technical requirements necessary for on-line purchases. Any costs that accrue from acquiring these shall be borne by the Purchaser. At the end of the business relationship -- regardless of which contractual party has terminated it -- the Purchaser shall not receive any compensation for the costs he has accrued.
2. The Purchaser is entitled to generate sub-authorisations and to unblock them on the Seller's server. The Purchaser may design the scope of authorisation of the sub-authorised parties freely up to the limit of the master authorisation.
3. The Purchaser is liable for the set-up and administration of the sub-authorisations as well as for the safekeeping and secrecy of the master authorisation. Upon request, the Purchaser is obliged to permit a verification by the Seller as to whether a password or a properly released sub-authorisation exist. The Seller has no obligation to review.
4. Each user with a cleared sub-authorisation who logs in on the Seller's server using the correct password is considered to be authorised. All documents in connection with orders and the creation of print images as well as modifications and implementation of such -- in particular the release of the print image artwork for printing -- are to be provided to the Seller with legal effect. This shall also apply if this information -- regardless of whether it was sent encrypted or not -- are read by unauthorised persons either at the Purchaser's location or on the Internet.
5. The Purchaser has the obligation to proof the print image artwork for any errors before release. Upon release of the artwork, the Seller agrees irrevocably to the printing according to the respective template. Belated modifications to artwork or belated troubleshooting will only be made at the expense of the Purchaser.
6. Orders will only be processed if all of the mandatory fields of the on-line order form, marked with a star, are filled in.

Receipt of the order is confirmed through an automatically sent e-mail. This e-mail confirmation, however, does not comprise an acceptance of the order. If messages arrive on the server outside of normal business hours (Monday through Friday from 8:00 a.m. to 4 p.m., Friday from 8:00 a.m. to 2:00 p.m. with the exception of legal holidays), these shall be considered to have arrived on the subsequent business day.

7. A valid agreement is only generated once the Seller has checked the agreement and has marked it as "confirmed" in the row of open orders. If an order is not marked as "confirmed" within 14 days after receipt at the Seller's server, it is considered denied.
8. The contents of the accepted order are saved by the Seller and can be seen at any time by the Purchaser among the open orders. The progress of the order can also be seen here.
9. The Purchaser is aware that the Internet is not a secure medium of communication, and that data sent through the Internet can, on the one hand, become known and, on the other, can be changed by third parties. The Purchaser bears the risk that information sent by the Purchaser does not arrive at the server, or that it does not arrive in the form in which the Purchaser sent it. As a result, the received data is considered to be sent by the Purchaser.
10. The Seller shall have no liability to provide an interruption-free functioning of the e-commerce platform. The Seller shall retain the right at any time and without prior notice to perform work that requires the system to be shut down. The Seller has no obligation to ensure a certain capacity or quality of the connection or of the server, and therefore one must reckon with longer response times in the event of overload.
11. The Seller retains the right, with a notification period of one month, to completely shut down the e-commerce platform that he operates at any time without providing a reason.
12. The Purchaser consents to having the data he provides in the context of ordering and order processing be collected, processed, stored and used for the purposes of bookkeeping as well as for internal market research and marketing purposes. This data is used for the fulfilment of legal regulations, for the processing of payment transactions and for advertising purposes. Further, the Purchaser consents to the transmission of his data to our plate suppliers, acting as our sub-contractors, who may use the data for the purposes mentioned above.
13. All business information exchanged between the parties shall be kept confidential from third parties. This shall also apply after the termination of the contractual relationship.

Status: May 2020