



# **General Terms of Processing and Delivery**

(GTPD) of Vogt Spezialdruck GmbH

**As of August 2026**

*Non-binding courtesy translation. The German version of these General Terms of Processing and Delivery is the sole legally binding version (see § 23 (4)).*

## **§ 1 Scope of Application**

1. The following General Terms of Processing and Delivery (GTPD) shall apply exclusively to the entire business relationship between Vogt Spezialdruck GmbH (hereinafter referred to as VOGT) and the buyer, customer or orderer (hereinafter referred to as the Customer), in addition to any other special contractual arrangements expressly agreed. VOGT does not recognise any deviating or supplementary terms and conditions of the Customer – even in the case of unconditional performance or acceptance of payment – unless VOGT expressly agrees to their validity in writing.
2. These GTPD apply exclusively to business relationships with entrepreneurs within the meaning of § 14 of the German Civil Code (BGB); they shall also apply to all future business relationships without the need for renewed incorporation until new GTPD are issued by VOGT.
3. All agreements reached between VOGT and the Customer during contract negotiations shall be recorded in writing for evidentiary purposes and confirmed by both parties.
4. Ancillary agreements, subsequent contractual amendments and the assumption of any guarantee, in particular warranted characteristics, or the assumption of a procurement risk require the written form.

## **§ 2 Consulting**

1. VOGT advises the Customer only upon express request. In particular, no advice is deemed to have been given where statements have been omitted.
2. Consultation by VOGT relates exclusively to the properties of its own products, not to their use by the Customer or its further customers; any advice nevertheless given regarding application at the Customer's premises is non-binding.
3. Consultation by VOGT as product- and service-related consultation relates exclusively to the products and services provided by VOGT. It does not extend to consultation independent of the contract, i.e. statements made without services being rendered by VOGT.
4. Consulting services provided by VOGT are based exclusively on empirical values from VOGT's own operations and include the state of the art in science and technology only on a non-binding basis.
5. The Customer is responsible for verifying and ensuring the suitability and compatibility of the products for the intended use. This applies in particular to gummed, self-adhesive and non-self-adhesive products with regard to their suitability and compatibility with the substrate materials to which they are to be applied.

## **§ 3 Conclusion of Contract**

1. Offers made by VOGT are non-binding and are deemed to be an invitation to submit an offer.
2. The initial processing of a quotation is generally free of charge. Further quotations and design work are only free of charge insofar as the delivery contract becomes and remains valid.
3. Statements, descriptions and images of goods and products of VOGT, in particular in technical documents, catalogues, brochures, circulars, advertisements and price lists, are non-binding unless their inclusion in the contract has been expressly agreed; they do not release the Customer from its own examinations.

4. Colour and light fastness, resistance to moisture, heat and weathering, as well as drawings, illustrations, dimensions, weights and other performance data should be agreed in writing for evidentiary purposes.

5. As a rule, the order placed by the Customer constitutes the offer to conclude the contract.

6. The order must contain all information required to execute it. This applies to all deliveries, services, work and other performances of VOGT. This includes in particular, but is not limited to, information on article designation, quantity, dimensions, material, material composition, pretreatment, processing specifications, treatment instructions, storage, standards and all other technical parameters and physical characteristics. The Customer shall provide VOGT with the documents, data, standards, specifications and drawings required for VOGT's performance, showing the current revision status, together with any ordering and delivery specifications, along with the order. This applies in particular with regard to any special requirements for packaging, e.g. in the pharmaceutical, food or cosmetics sector, as well as any special packaging requirements resulting from the material composition of the product to be packaged. Missing, incorrect or incomplete information is deemed not to have been expressly agreed and does not create any obligations on the part of VOGT. In this context, the Customer indemnifies VOGT against all third-party claims.

7. If the order placed by the Customer deviates from VOGT's offer, the Customer shall mark the deviations separately.

8. VOGT is entitled to obtain further information required for the proper execution of the order.

9. Orders should be placed in writing or in (electronic) text form; orders transmitted verbally or by telephone are executed at the Customer's risk.

10. Acceptance of the order by VOGT by means of an order confirmation should take place within 3 weeks after receipt of the order, unless a longer acceptance period has been agreed.

11. The scope of VOGT's services results from the order confirmation.

12. VOGT reserves the right to have the processing of the delivery or service items carried out at another operation, at no additional cost to the Customer.

13. If the Customer withdraws an order that has been placed, VOGT may, without prejudice to the possibility of claiming higher actual damages, charge 10 % of the delivery or service price for the costs incurred in processing the order and for lost profit. The Customer reserves the right to prove that the damage was lower.

14. Samples of any kind, e.g. drafts, blind samples, proof prints, proof lithographs, etc., produced specifically for the Customer according to its specifications, will only be manufactured upon separate order. These samples are invoiced separately to the Customer.

## **§ 4 Framework Agreements**

1. If a framework agreement is concluded between VOGT and the Customer under which the entire annual requirement is manufactured and stored for call-off, the Customer undertakes, after expiry of one year from the order date, to accept the entire remaining stock and any quantity still to be manufactured. During the term of the framework agreement, the ordered delivery or service item may only be changed by way of a separate contractual agreement between VOGT and the Customer.

2. Unless otherwise agreed, all call-off orders must be accepted within one year of the placement of the order, without any request for acceptance being required. Once this period has expired, VOGT is entitled to invoice the goods and to dispatch them at the Customer's cost and risk, or to withdraw from the

contract with immediate effect.

## § 5 Contract Amendments

1. If the Customer wishes to make changes to the delivery or service item after conclusion of the contract, a separate contractual agreement is required.
2. Sketches, drafts, sample settings, proof prints, initial sample parts, proofs and similar preparatory work will only be sent to the Customer at its express written request.
3. Subsequent changes initiated by the Customer, including any machine downtime caused thereby, will be invoiced to the Customer. Repeated proof prints requested by the Customer due to minor deviations from the template also count as subsequent changes.
4. In the event of missing or incorrect information, VOGT reserves the right to amend the delivery or service item as appropriate. The Customer bears any disadvantages resulting from missing or incorrect information, in particular any additional costs or damages.
5. Technical changes to the delivery or service item that do not jeopardise the objective of the contract, in particular with regard to material and design, remain reserved.

## § 6 Delivery Period

1. If a delivery or performance period has been agreed, this begins with the dispatch of the order confirmation, but not before all details of the order have been fully clarified and the Customer has duly fulfilled all cooperation obligations; the same applies to delivery or performance dates.
2. In the event of mutually agreed changes to the subject matter of the order, delivery or performance periods and delivery or performance dates must be renegotiated. The same applies if the subject matter of the order has been renegotiated after conclusion of the contract without any change to the subject matter of the order.
3. Delivery or performance periods and delivery or performance dates are subject to defect-free and timely supply from upstream suppliers and to unforeseeable production disruptions.
4. Delivery and performance periods are automatically extended by the period during which the Customer fails to meet its obligations towards VOGT. In particular, delivery and performance periods are suspended for the duration of the Customer's review of proofs, corrections, proofs, samples, etc., from the time they are sent to the Customer until final approval. The same applies to delivery and performance dates.
5. The delivery or performance period is met if, by the end of the period, the delivery or service item has left VOGT's premises or VOGT has notified the Customer of readiness for collection or dispatch.
6. VOGT is entitled to render the agreed delivery or service before the agreed date.
7. Partial deliveries or services are permitted – insofar as reasonable for the Customer – and may be invoiced separately.

## § 7 Default of Acceptance

1. If the Customer fails to accept the goods on the agreed delivery date or at the end of the agreed delivery period due to circumstances for which it is responsible, VOGT may demand compensation for the additional expenses thereby incurred.
2. If the delivery or service is delayed by the Customer, VOGT may charge storage costs of 0.5 % for each commenced month, but no more than 5 % of the delivery or service price in total. The parties are free to prove higher or lower storage costs. VOGT is entitled, at the Customer's cost and risk, to designate a suitable storage location and to insure the delivery or service items.

3. Products belonging to the Customer, in particular data and data carriers, will only be archived beyond the delivery date by VOGT by express agreement and against special remuneration.

4. If VOGT is entitled to claim damages in lieu of performance, it may, without prejudice to the possibility of claiming higher actual damages, demand 15 % of the price as damages, unless the Customer proves that no damage has been incurred at all or that it is substantially lower than the lump sum.

## § 8 Impediments to Delivery and Performance

1. In cases of force majeure, VOGT is released from the corresponding obligation to perform its contractual duties and from any liability for damages or any other contractual remedy for breach of contract in this connection from the point in time at which the impediment renders delivery or performance impossible for VOGT, provided that this is notified to the Customer without undue delay. If notification is not given without undue delay, the release becomes effective from the time the notification is received by the Customer. Services already rendered by the Customer must be reimbursed by VOGT without undue delay.

2. "Force majeure" means the occurrence of an event or circumstance which prevents VOGT from performing one or more of its contractual obligations under the contract, if and to the extent that VOGT proves that: (a) this impediment lies beyond the reasonable control of VOGT; and (b) it was not reasonably foreseeable at the time the contract was concluded; and (c) the effects of the impediment could not reasonably have been avoided or overcome by VOGT.

The existence of force majeure is presumed, subject to proof to the contrary, in the case of the following events:

- (i) war (declared or undeclared), hostilities, attack, acts of foreign enemies, extensive military mobilisation;
- (ii) civil war, riot, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy;
- (iii) currency and trade restrictions, embargo, sanctions;
- (iv) lawful or unlawful official acts, compliance with laws or government orders, expropriation, confiscation of works, requisition, nationalisation;
- (v) plague, epidemic, natural disaster or extreme natural event;
- (vi) explosion, fire, destruction of equipment, prolonged failure of means of transport, telecommunications, information systems or energy;
- (vii) general labour unrest such as boycott, strike and lockout, go-slow, occupation of factories and buildings.

3. If the effect of the claimed impediment or event is temporary, the consequences set out in paragraph 1 shall apply only for as long as the impediment claimed prevents performance of the contract by VOGT.

4. If the duration of the claimed impediment has the effect that the contractual parties are substantially deprived of what they were reasonably entitled to expect under the contract, both parties have the right to terminate the contract by notice to the other party within a reasonable period. Unless otherwise agreed, the parties expressly agree that either party may terminate the contract if the duration of the impediment exceeds 60 days.

5. VOGT is also entitled to withdraw from the contract if, through no fault of its own, it is not supplied by its own supplier despite that supplier's contractual obligation, and therefore cannot meet its own delivery or performance obligations towards the Customer. In this case, VOGT shall inform the Customer without undue delay of the unavailability of the delivery or service item and reimburse services already rendered.

6. The rights set out in § 8 are available to VOGT even if VOGT was already in default when these circumstances arose.

## § 9 Payment

1. Unless otherwise agreed, the agreed prices apply in Euro pursuant to the clause EXW (ex works) of INCOTERMS 2020, plus VAT, customs duties, freight, packaging and transport insurance costs and other shipping costs. Insurance of the goods to be shipped is only taken out by VOGT at the express written request and at the expense of the Customer.
2. VOGT expressly reserves the right, in particular to secure credit risk, to carry out deliveries only after prior payment by the Customer.
3. VOGT is entitled to adjust the agreed price appropriately if changes in costs, in particular due to collective bargaining agreements, changes in material or energy prices, occur after conclusion of the contract. The change in cost will be evidenced to the Customer upon request.
4. VOGT is entitled to adjust the agreed price appropriately if changes arise prior to or in the course of carrying out the order because the information provided by the Customer or the documents made available were incorrect or the Customer otherwise requests changes.
5. Sketches, drafts, sample settings, proof prints, initial sample parts, proofs, changes to supplied or transmitted data and similar preparatory work initiated by the Customer, as well as data transmissions, will be invoiced separately. This also applies where a series order is placed.
6. VOGT is entitled to request an appropriate advance payment upon conclusion of the contract, in particular in the case of provision of large quantities of paper and cardboard exceeding average quantities, as well as in the case of special materials or preliminary work. No interest will be paid on such advance payments.
7. Unless otherwise agreed, invoices are due for payment within 30 days net of the invoice date. They are to be paid without deduction. In the event of non-payment, the Customer falls into default upon the due date without further reminder. Discounts and rebates are granted only by separate agreement. Instalment payments require a separate written agreement.
8. Where several open claims of VOGT exist against the Customer and the Customer's payments are not made against a specific claim, VOGT is entitled to determine which of the open claims the payment relates to.
9. In the event of default in payment, deferral or partial payment, VOGT is entitled to charge default interest at 9 percentage points p.a. above the applicable base interest rate and to withhold further services until all overdue invoices have been settled. The right to claim higher damages remains reserved.
10. By placing an order, the Customer confirms its solvency and creditworthiness. In the case of justified doubts as to the Customer's solvency or creditworthiness, VOGT is entitled to demand advance payment or suitable security for the service to be rendered by the Customer. If the Customer is not prepared to make an advance payment or provide security, VOGT is entitled, after setting a reasonable grace period, to withdraw from these contracts and claim damages for non-performance.
11. Granted payment terms lapse and outstanding claims become immediately due for payment if the opening of insolvency proceedings against the Customer's assets is applied for, or if the Customer has made incorrect statements regarding its creditworthiness, or in the case of other justified doubts as to the Customer's solvency or creditworthiness.
12. The Customer is entitled to offset against claims of VOGT only if the counterclaim is undisputed or has been established with final and binding effect. The assignment of claims against VOGT requires VOGT's consent.
13. A right of retention on the part of the Customer exists only if the counterclaim is based on the same contractual relationship

and is undisputed or has been established with final and binding effect, or if VOGT, despite a written warning, has significantly breached its obligations under the same contractual relationship and has not offered adequate security. If a performance of VOGT is undisputedly defective, the Customer is entitled to withhold payment only to the extent that the amount withheld is reasonably proportionate to the defects and the anticipated costs of remedying them.

14. Payment dates remain valid even if delays in delivery arise for which VOGT is not at fault.

15. In the case of initial orders, VOGT is entitled, in addition to the contractually agreed prices for the delivery item, to charge reasonable and customary one-off costs for data preparation, development services and sample production.

16. Insofar as VAT is not included in VOGT's invoice, in particular because VOGT, on the basis of the Customer's statements, assumes an "intra-Community supply" within the meaning of § 4 No. 1 b in conjunction with § 6 a of the German VAT Act (UStG), and VOGT is subsequently charged with a VAT liability (§ 6 a IV UStG), the Customer is obliged to pay VOGT the amount with which VOGT is charged. This obligation exists irrespective of whether VOGT has to pay VAT, import turnover tax or comparable taxes retrospectively in Germany or abroad.

## § 10 Performance

1. The place of performance for the services ordered is VOGT's works. Unless otherwise agreed in writing, the Customer shall collect the goods there after notification of completion.
2. The place of performance for payments to be made to VOGT arising from the business relationship is VOGT's registered office.
3. The Customer is obliged to accept the services as soon as it has been notified by VOGT of the completion of the services ordered. If the Customer does not accept the service within 2 weeks after notification, acceptance is deemed to have taken place.
4. The risk of any defects in the goods passes to the Customer upon its approval for printing ("Druckreifeerklärung"), except in the case of defects that only arise or become detectable in the production following approval for printing.
5. The risk of loss, destruction or damage to the goods passes to the Customer upon notification of completion of the goods. Where dispatch has been agreed, the corresponding risk passes to the Customer upon dispatch of the goods or upon their handover to the appointed carrier.
6. Unless expressly agreed otherwise, transport documents and accompanying papers are prepared with reference to VOGT.
7. Unless otherwise agreed, VOGT determines the type and scope of packaging. Single-use packaging is disposed of by the Customer.
8. If dispatch is carried out in reusable packaging, this must be returned carriage-paid within 30 days of receipt of the delivery. The Customer is responsible for loss and damage to the reusable packaging. Reusable packaging must not be used for other purposes or to hold other items. It is intended solely for the transport of the delivered goods. Labels must not be removed.
9. In the event of damage or loss of the goods during transport, an inventory is to be arranged without undue delay and VOGT is to be notified. Claims arising from any transport damage must be asserted by the Customer with the carrier without undue delay.

## § 11 Materials Provided / Material Processing

1. Material procured by the Customer and other materials provided by the Customer of any kind must be delivered to VOGT free of charge.

2. In the case of material provided by the Customer, the packaging material and the waste resulting from unavoidable loss during printing form set-up and print run, as well as during processing by trimming, punching and the like, remain with VOGT.

3. VOGT does not provide replacement for waste occurring in the customary industry volume.

4. In the absence of a breach of duty, VOGT is not liable for damage caused by incorrect or inaccurate labelling or marking of goods or other supplies provided by the Customer. Goods and other supplies provided by the Customer or by a third party engaged by the Customer, in particular data carriers and transmitted data, are not subject to any inspection obligation on the part of VOGT.

5. The goods to be processed are only inspected by VOGT for externally recognisable damage. VOGT is not obliged to carry out further checks. Detected defects are notified to the Customer within 10 working days of discovery of the defect.

6. The goods provided to VOGT must consist of a material that is suitable for processing and of appropriate condition. If these requirements are not met, VOGT shall inform the Customer of the additional work required and of the resulting price increase, as soon as VOGT identifies the unsuitable condition. If the Customer does not agree to the price change, it has the right to withdraw from the contract. Withdrawal must be declared without undue delay after VOGT's notification of the changed conditions. If the Customer declares withdrawal, it must reasonably compensate the work already carried out.

7. Digital templates/data provided by the Customer must be created and formatted in accordance with VOGT's specifications. If this is not the case, the Customer is precluded from asserting a defect notice in this respect.

8. In the case of data transmissions, the Customer must, prior to transmission, use anti-virus programs corresponding to the latest technical standard. Data backup is the sole responsibility of the Customer. VOGT is entitled to make a copy.

9. The Customer is obliged to compensate VOGT for all damages, including lost profit, and processing costs incurred as a result of the Customer providing unusable, non-processable or harmful material and data.

10. VOGT has a right of retention pursuant to § 369 of the German Commercial Code (HGB) over the printing and stamping templates, manuscripts, raw materials and other items supplied by the Customer, until full satisfaction of all matured claims from the business relationship.

11. Items provided to VOGT by the Customer will be kept for a maximum period of two years after their last use. After expiry of this period, VOGT is entitled to destroy them, unless the Customer has expressly and in writing requested the return of the items from VOGT prior to expiry of the period. The risk of loss or damage passes to the Customer upon expiry of the two-year period.

## **§ 12 Duty of Inspection and Notification of Defects**

1. All claims of the Customer arising from defective deliveries or services require the Customer to have complied with its inspection and notification obligations.

2. The Customer is obliged to inspect the goods for defects and damage, including preliminary and intermediate products sent for correction, in accordance with § 377 of the German Commercial Code (HGB) without undue delay after delivery, and to notify VOGT of defects and damage identified at that time or later without undue delay after their discovery, and to leave VOGT with a retention sample from the affected delivery. The provision of § 377 HGB applies accordingly to services and work. Notifications of defects must be made in writing.

3. The use of defective deliveries or services is prohibited. If a defect could not be detected upon receipt of the goods or upon performance of the service, any further use of the delivery or service item must cease without undue delay after discovery. The burden of proof for the existence of a hidden defect lies with the Customer.

4. The Customer shall provide VOGT with the goods complained of and grant it the time required to examine the alleged defect. In the event of unjustified complaints, VOGT reserves the right to charge the Customer for the costs incurred in the examination.

5. A notification of defects does not release the Customer from its obligation to make payment.

6. Defects in part of the delivered goods do not entitle the Customer to complain about the entire delivery, unless the partial delivery is of no interest to the Customer.

7. Dimensional deviations of the delivery or service to be provided by VOGT cannot be objected to if such deviations can be classified as customary in the industry or trade.

8. In the case of reproductions in any manufacturing process, minor deviations from the original cannot be objected to. The same applies to the comparison between other templates (e.g. proofs, print samples) and the final product. Such minor or customary deviations do not constitute a defect of the delivery or service items of VOGT.

## **§ 13 Warranty**

1. If subjective requirements for the delivery and service items have been agreed between VOGT and the Customer, e.g. by way of specifications to be complied with, a material defect within the meaning of § 434 of the German Civil Code (BGB) shall exist exclusively if the delivery and service items fail to meet these subjective requirements. Any deviating objective requirements within the meaning of § 434 (3) BGB are irrelevant in this respect.

2. Declarations of conformity, quality agreements or specifications issued by VOGT do not constitute guarantees and do not give rise to strict liability. In particular, they do not release the Customer from its obligation to check the goods prior to processing – including by carrying out corresponding analyses – for their suitability for the respective packaged goods.

3. Where there is a defect in the delivery or service items of VOGT, VOGT is entitled, at its own discretion, to remedy the defect, provide a replacement delivery or issue a credit note.

4. Rectification may also be carried out by the Customer in coordination with VOGT.

5. Claims by the Customer for expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded to the extent that the expenses increase because the goods have subsequently been taken to a place other than the Customer's place of business.

6. Over- or under-deliveries of up to 10 % of the ordered print run cannot be objected to. The quantity delivered will be invoiced. For deliveries from special paper productions of less than 1,000 kg, the percentage increases to 20 %, and to 15 % for those under 2,000 kg.

7. Unless expressly agreed otherwise in writing, VOGT does not provide any warranty for the reaction of an adhesive coating on special substrates.

8. Warranty for defects which do not impair the value or usability, or impair them only insignificantly, is excluded.

## § 14 Defects of Title

1. Orders executed on the basis of drawings, sketches or other information provided to VOGT are carried out at the Customer's risk. If, as a result of executing such orders, VOGT infringes third-party intellectual property rights, the Customer shall indemnify VOGT against the claims of these rights holders. The Customer bears further damages.

2. Liability of VOGT for any infringements of intellectual property rights in connection with the combination or use of the delivery or service items with other products is excluded, unless VOGT is responsible for the infringement. Claims for damages are governed exclusively by § 15.

3. In the case of defects of title, VOGT is entitled, at its discretion, to obtain the necessary licences with regard to the infringed intellectual property rights, or to remedy the defects of the delivery or service item by providing a delivery or service item modified to an extent reasonable for the Customer.

4. VOGT is generally unaware of the actual place of use or application of VOGT's services. The Customer is therefore obliged to check itself whether any infringement of intellectual property rights or other legal rights exists at the place of delivery or use as a result of the delivery or application of VOGT's services, and whether VOGT's services can otherwise be used at the place of use. VOGT's liability for the infringement of third-party intellectual property rights is otherwise limited to such rights as are registered and published in Germany, unless VOGT is responsible for a further infringement. Claims for damages are governed exclusively by § 15.

5. The transfer or granting of intellectual property and copyrights, in particular existing industrial property rights of VOGT, to the Customer is not part of the delivery or service to be provided by VOGT. The type and scope of any rights of use or intellectual property rights to be granted remain reserved for a separate contractual agreement.

6. The operating equipment used by VOGT to execute the order, in particular but not exclusively print data, CAD data, punching and embossing tools, remain the property of VOGT even in the case of separate invoicing and are not delivered; any copyrights belong to VOGT.

7. All ideas and documents designed by VOGT, in particular samples, dummies, sketches, drafts, technical information, lithographs, proof prints, etc., are subject to the protection of VOGT's intellectual property and may not be used or exploited in any form without the consent of VOGT, unless these items have been produced exclusively according to the specifications and instructions of the Customer.

8. If VOGT manufactures on behalf of the Customer according to drawings, models, samples or other technical documents provided by the Customer, or according to procedural requests specified by the Customer, the Customer assumes responsibility for ensuring that no third-party intellectual property rights are infringed. If third parties prohibit VOGT, invoking existing intellectual property rights, from in particular manufacturing and delivering such products, VOGT is entitled, without being obliged to examine the legal position, to cease all further activity to the relevant extent and to claim damages from the Customer.

9. Upon the handover of such drawings, documents and the like, and with the desired process results and the specified formulas and material inputs, etc., VOGT is indemnified by the Customer against all third-party claims arising in this connection.

## § 15 Liability

1. If VOGT, its legal representatives, employees or vicarious agents intentionally or with gross negligence breach a duty, in particular arising from the contractual relationship, or intentionally or with gross negligence commit a tort, VOGT is liable for the resulting damage to the Customer in accordance with the statutory provisions.

2. If VOGT, its legal representatives, employees or vicarious agents breach a duty only by simple negligence, claims for damages by the Customer against VOGT, of whatever kind and on whatever legal basis, in particular for breach of duties arising from the contractual relationship or from tort, are excluded. This does not apply in the case of a simple negligent breach of a material contractual duty. In such case, VOGT's liability is limited to the foreseeable damage typical for the contract. A material contractual duty within this meaning is one whose fulfilment enables the proper performance of the contract in the first place and on the observance of which the Customer regularly relies and may rely.

3. The above exclusion or limitation of liability does not apply in the case of culpable injury to life, body or health, in the case of fraudulent concealment of a defect, insofar as a quality guarantee has not been fulfilled, or insofar as liability exists under the German Product Liability Act.

4. The statutory rules on the burden of proof remain unaffected by the above provisions.

5. Recourse claims by the Customer against VOGT exist only insofar as the Customer has not agreed with its customer to anything beyond the statutory claims for defects and damages.

6. Liability of VOGT is excluded to the extent that the Customer has effectively limited its own liability towards its customer.

7. Unless otherwise agreed in these GTPD, the Customer is liable towards VOGT at least to the extent of statutory liability. Limitations or exclusions of the Customer's liability that restrict its statutory liability are excluded.

## § 16 Limitation Period

1. The limitation period for claims and rights arising from defects in the products, services and works of VOGT is 1 year. The commencement of the limitation period is governed by the statutory provisions. In the cases of §§ 438 (1) No. 2, 438 (3), 634a (1) No. 2, 634a (3) BGB, the limitation period specified therein applies. If VOGT is liable for damages under § 15, the warranty period regarding the claim for damages is governed by the statutory provisions.

2. Measures of subsequent performance neither suspend the limitation period applicable to the original performance nor cause the limitation period to begin anew. § 212 BGB remains unaffected.

## § 17 Acquisition of Title

1. VOGT retains title to all contractual items until full settlement of all claims to which VOGT is entitled from the business relationship with the Customer. VOGT reserves all property rights and copyrights to the illustrations, drawings, calculations and other (technical) documents provided.

2. If property of VOGT is processed, combined or mixed with property of others, VOGT acquires ownership of the new item in accordance with § 947 BGB.

3. If processing, combination or mixing takes place in such a way that the item of a third party is to be regarded as the main item, VOGT acquires ownership in proportion to the value of VOGT's performance to the third-party performance at the time of processing, combination or mixing.

4. Insofar as VOGT acquires ownership of an item through its performance, VOGT retains title to this item until settlement of all

existing claims from the business relationship with the Customer.

5. The Customer is obliged to keep the reserved goods carefully and, if necessary, to carry out maintenance and repair work in good time at its own expense. The Customer must insure the reserved goods at its own expense against loss and damage. Insurance claims arising in the event of damage are to be assigned to VOGT.

6. The Customer is entitled to resell the item that is (co-)owned by VOGT in the ordinary course of business, provided that it fulfils its obligations arising from the business relationship with VOGT. In such case, the claim arising from the resale is deemed assigned to VOGT in the proportion in which the value of VOGT's performance secured by retention of title stands to the total value of the goods sold. The Customer remains entitled to collect this claim even after the assignment. VOGT's authority to collect this claim itself remains unaffected.

7. The Customer's right to dispose of goods subject to VOGT's retention of title and to collect the claims assigned to VOGT lapses as soon as the Customer no longer meets its payment obligations and/or an application for the opening of insolvency proceedings is filed. In the aforementioned cases, as well as in the event of other conduct in breach of contract by the Customer, VOGT is entitled to take back the goods delivered under retention of title without a reminder.

8. The Customer shall inform VOGT without undue delay of any risks to its reserved title, in particular in the event of insolvency, illiquidity and enforcement measures. Upon request of VOGT, the Customer shall provide all necessary information on the stock of goods (co-)owned by VOGT and on the claims assigned to VOGT, and shall notify its own customers of the assignment. The Customer shall support VOGT in all measures necessary to protect the (co-)ownership of VOGT and shall bear the resulting costs.

9. For all claims arising from the contract, VOGT has a lien on the items of the Customer that have come into VOGT's possession under the contract. The lien may also be asserted for claims from earlier deliveries or services, insofar as these are connected with the delivery or service item. For other claims arising from the business relationship, the lien applies insofar as it is undisputed or has been established with final and binding effect. §§ 1204 et seq. BGB and § 50 (1) of the German Insolvency Code apply accordingly.

10. If the realisable value of the securities exceeds VOGT's claims by more than 10 %, VOGT shall, at the Customer's request, release securities of its own choice to this extent.

### **§ 18 Tools**

1. In the case of tools owned by the Customer or tools provided by the Customer on loan, VOGT's liability with regard to storage and care is limited to the same care as in its own affairs. Costs for maintenance and insurance are borne by the Customer. The obligations of VOGT established under this § 18 lapse if, after completion of the order and a corresponding request to the Customer to collect the tools, the Customer has not collected the tools within 14 days of the request.

2. As long as the Customer does not fulfil its contractual obligations in full, VOGT has a right of retention over the tools.

### **§ 19 Proofs and Print Samples**

1. Proofs and print samples must be checked by the Customer for typesetting and other errors and returned to VOGT with approval for printing. Changes given by telephone should be confirmed in writing.

2. The Customer is precluded from asserting a subsequent notification of defects for errors overlooked by the Customer as part of the check of the proofs and print samples, unless the errors were not recognisable.

3. The Customer is responsible for errors in the copy templates provided.

### **§ 20 Confidentiality**

1. The Customer undertakes to treat all worthy-of-protection aspects of the business relationship as confidential. In particular, the Customer shall treat all non-obvious commercial and technical details of which it becomes aware through the business relationship as a business secret. Information or aspects of the business relationship that were already publicly known at the time of disclosure, or that a party can demonstrably prove were known to it before disclosure by the other party, are not subject to the confidentiality obligation. The Customer shall ensure that its employees also observe VOGT's legitimate confidentiality interests.

2. Reproduction of documents provided to the Customer is only permitted within the scope of operational requirements and copyright provisions.

3. All documents may not be made accessible to third parties, in whole or in part, without the written consent of VOGT, or used outside the purpose for which they were provided to the Customer.

4. Processes which VOGT has provided to or made known to the Customer, in whatever form, may only be used for the intended or specified purpose set out in the contract; disclosure to third parties without the express consent of VOGT is prohibited.

5. Any disclosure, even in part, of the business relationship with VOGT to third parties may only take place after prior written consent from VOGT; the Customer shall likewise oblige such third parties to confidentiality within the scope of a similar agreement. The Customer may advertise the business relationship with VOGT only with prior written consent.

6. The Customer is also obliged to maintain confidentiality after the end of the business relationship.

7. The Customer undertakes not to use information received from VOGT that is subject to confidentiality to transact business, directly or indirectly, with VOGT's customers, or to advertise to them.

### **§ 21 Identification**

VOGT is entitled to refer to VOGT in an appropriate manner on the delivery and service items, provided that the Customer has given its consent. The Customer may refuse its consent only to the extent that it has a legitimate interest.

### **§ 22 PPWR / Packaging Regulation**

1. To the extent the Customer requires documents and information from VOGT for the fulfilment of its obligations as a producer within the meaning of the European Packaging Regulation – Regulation (EU) 2025/40 ("Packaging and Packaging Waste Regulation" – PPWR), the Customer shall notify VOGT thereof in text form with a lead time of at least 3 months. Upon corresponding request, VOGT shall make available to the Customer such information and documents as are available to VOGT itself and are reasonably necessary to enable the Customer to fulfil its statutory obligations, in the form prescribed pursuant to Article 16 (1) PPWR. The Customer shall have no claim to provision in any further specific format, in a specific language, according to customer-specific templates, questionnaires, data structures, IT systems, supplier portals or other documentation processes.

2. The provision is made on the basis of the information and documents made available to VOGT by upstream suppliers, manufacturers, testing laboratories or other third parties. VOGT is not obliged to independently review, validate or verify such documents and information by additional investigations, unless VOGT has justified doubts as to the accuracy of the corresponding documents/information.

3. The Customer is obliged to inform VOGT unsolicited in text form, prior to conclusion of the contract as well as without undue delay in the event of any subsequent changes in this regard, whether it meets the requirements of a micro-enterprise pursuant to Recommendation 2003/361/EC.

4. If the Customer culpably breaches its notification obligations under para. 3 – whether by omission, delay, incompleteness or inaccuracy of the notification –, the Customer shall be obliged to compensate VOGT for all damages arising therefrom and to indemnify VOGT against all resulting third-party claims, official measures and other disadvantages. This includes in particular expenses of VOGT for conformity assessments, technical documentation, labelling and other producer obligations under Articles 5 to 12 PPWR, as well as resulting fines, administrative costs and recall costs. The assertion of further claims remains unaffected.

### **§ 23 Governing Law**

1. The exclusive local place of jurisdiction is the registered office of VOGT. VOGT is entitled to sue the Customer before any other court having jurisdiction by law.

2. The business relationship with the Customer is governed exclusively by the law of the Federal Republic of Germany. The applicability of the CISG – "Vienna Sales Convention" – and international private law are excluded.

3. Should individual provisions of these GTPD be invalid, the validity of the remaining provisions remains unaffected. The parties shall endeavour to replace the invalid clause with another clause that comes closest to the economic purpose and legal meaning of the original wording.

4. The contract language is German. This English text is a non-binding courtesy translation; in the event of any discrepancy, the German version prevails.

### **§ 24 Contact Data**

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