

## TERMS AND CONDITIONS OF SALE AND DELIVERY

Version dated: April 2021

### 1. GENERAL

The following Terms and Conditions of Sale and Delivery shall form the exclusive legal basis for all transactions between us and the customer. They shall also apply if we do not object to deviating terms and conditions of purchase or counter-confirmations, which we hereby reject. They shall apply upon the customer's receipt of the goods at the latest. Any deviations shall require our written confirmation for each individual contract.

### 2. OFFERS, PRICES

2.1 Our offers shall be non-binding in all cases. Each transaction shall only become legally effective upon our confirmation of the order. Offers and order confirmations must be in writing or in electronic form (e-mail, fax, EDI, etc.) in order to be valid.

2.2 Our prices are net and do not include packing and insurance, unless expressly agreed otherwise.

2.3 Packing shall be charged at cost price. The customer shall bear any additional costs for urgent, express and bulky items.

2.4 Any additional costs we incur due to subsequent amendments to the order will be charged to the customer.

### 3. ORDER

3.1 An order shall not be deemed to have been accepted until our confirmation of the order. Section 2.2 shall apply accordingly to orders. Once production has started, it shall not be possible to cancel or amend previously confirmed orders without our express agreement.

3.2 For all orders, we reserve the right to make excess or short deliveries in the quantities customary in commercial practice. Deviations of up to 10% of the respective order volume shall be deemed to be customary in commercial practice.

### 4. DELIVERY, DELAY, RESCISSION

4.1 Specified performance dates shall be binding; however, we shall be entitled to change the delivery date by +/- one week up to 48 hours before the original delivery date. Dates cannot be assumed to be fixed. We shall endeavour to comply with the delivery periods we have specified. Compliance with delivery obligations shall be subject to the customer's fulfilment of its obligations under the contracts we have concluded with it, particularly the provision of any necessary documents, approvals, releases or other documents or actions. In the event of subsequent amendments to the order, the delivery period shall be extended accordingly. The risk shall pass to the customer upon delivery of the goods. We are permitted to make partial deliveries.

4.2 If we exceed delivery dates, the customer may seek compensation for the delay or rescind the contract only if it has set us a reasonable deadline for delayed delivery, generally amounting to four weeks, unless force majeure applies. The time limit must be set in writing. In cases of force majeure, the customer may set us a deadline for delayed delivery only once the force majeure no longer applies. The contract may not be rescinded if the customer itself is in default of acceptance.

[www.edgeblanks.com](http://www.edgeblanks.com) | [info@edgeblanks.com](mailto:info@edgeblanks.com)

EDGE - The Precision Blanks Company GmbH | Industrieweg 34 | 23730 Neustadt in Holstein | Germany P +49 4561 517920 F +49 4561 517970

MANAGING DIRECTOR Max Brandt | CHAIRMAN OF THE ADVISORY BOARD Andreas Schultig

Court of Registration: Lübeck HRB 7446 | Tax Number: 22298 16829 | VAT ID: DE254259300

BANK HypoVereinsbank | BIC: HYVEDEMM496 | IBAN: DE81 8502 0086 0033 0666 00

4.3 Any compensation for the delay shall be limited to a maximum of 5% of the part of the delivery that was not carried out in conformity with the contract.

4.4 If the customer does not accept the ordered goods without delay, we shall be entitled to store the goods at the customer's expense and risk and to seek payment of the costs. If the default in acceptance exceeds two weeks, we may rescind the contract. Furthermore, we shall be entitled to compensation if the customer does not demonstrate that it is not responsible for the default in acceptance.

## 5. FORCE MAJEURE

5.1 Events constituting force majeure shall release us from our performance obligation for as long as the force majeure applies. Force majeure shall be deemed to be external events introduced from the outside by elemental forces of nature or by actions of third parties that are unforeseeable based on human understanding and experience.

5.2 Force majeure shall include, in particular: strikes, unrest, official measures, shortage of raw materials or goods through no fault of the company, interruptions of operations through no fault of the company, epidemics and pandemics and their consequences and hold-ups in delivery and dispatch through no fault of the company, including if such circumstances arise for our suppliers.

5.3 If a force majeure event persists for a period of more than 6 (six) months and prevents one of the parties from performing its obligations during this period, the parties shall be entitled to rescind the contract without giving rise to any claims for the benefit of the other party. The obligation to pay for any (partial) services already rendered shall remain unaffected.

## 6. TERMINATION

6.1 The customer may not terminate the contract by ordinary notice of termination.

6.2 Furthermore, we are entitled to serve extraordinary notice of termination for any specific reason that causes continuation of the supply relationship to appear unreasonable. The following specific reasons shall apply, in particular:

- a. acquisition by a third party, whether directly or indirectly, of the majority of shares or assets of or voting rights in the customer's company;
- b. the customer's insolvency, impending insolvency or impending overindebtedness;
- c. the opening of or application for insolvency proceedings or comparable proceedings to settle debts over the customer's assets or company or their rejection for lack of assets;
- d. any breach of contract on the part of the customer that it does not remove within a reasonable time limit set by us.

## 7. SAMPLES

7.1 The customer shall be responsible for ensuring that the trademarks, product designs, advertising texts etc. it orders do not infringe the rights of third parties.

7.2 Drafts, final artwork, etchings and stereotypes shall be charged at cost and shall not be included in the sales price of the goods under any circumstances. These printing materials shall remain our property and may not be requested insofar as we have been involved in producing them. In the case of printing orders, the customer is required to check the print text immediately upon receipt of the confirmation of order and attachments. Amendments shall only be possible following advance notice in text form and only with a lead time of four weeks before the delivery date. We shall not be liable for any delays in delivery caused by amendments from the customer. In the absence of any printing proofs, we shall determine the printing status to the best of our knowledge.

## **8. PAYMENT, OFFSETTING, ASSIGNMENT**

8.1 The payment terms shall be 30 days net. Payments must be made by transfer to the account specified by us. Any deviating payment terms shall require our written confirmation.

8.2 If the customer does not comply with the payment periods, it shall be deemed to be in default of payment without the requirement for a reminder.

8.3 If the customer is in default of payment, we shall be entitled to retain any goods that have not yet been dispatched and demand immediate settlement of all other claims, including those arising from other contracts.

8.4 In the event that we accept a bill of exchange, this shall only be on account of payment, free of charge to us and without the deduction of any discounts. We shall not be liable for timely submission, protest etc. Discounts shall not be granted against new invoices prior to payment of previous invoices that are already due in connection with earlier deliveries. Payments made by the customer shall be used to pay the oldest debt due.

8.5 Payments may only be retained and set-offs only made against counterclaims if they are uncontested or have been finally determined.

8.6 We are entitled to assign our claim against the customer to a third party.

## **9. RESERVATION OF TITLE**

9.1 All goods delivered by us shall remain our property until all claims have been paid in full and may be taken back by us in the event of any default in payment. In the case of payments made by cheques and bills of exchange, the goods shall remain our property until the cheques and bills of exchange have been cashed.

9.2 The customer undertakes to notify us immediately of any third party access to goods we have delivered under reservation of title.

9.3 If our goods are adapted, processed or mixed or combined with other goods, such reservation of title shall also extend to the newly created goods in proportion to the value of our goods in relation to the other processed goods at the time of the adapting or processing. In the event of resale, all claims that arise shall be deemed to have been assigned to us. This shall not require a declaration of assignment.

9.4 The customer shall provide us with all the necessary information in the event of default. In particular, at our request it shall inform its customer that the claims have been transferred to us.

## 10. NOTICE OF DEFECTS, WARRANTY

10.1 We must receive notice of defects in writing without delay and within no more than three days after receipt of the goods. The notification period for defects it was not possible to identify upon careful inspection (hidden defects) shall begin as of the time they are discovered. Customary deviations (section 10.2) shall not constitute defects. If the customer fails to provide notification, the goods shall be deemed to have been approved in respect of this defect.

10.2 As regards use of the delivered items in line with their intended purpose, we will only accept liability where agreed in writing and we have expressly accepted responsibility for this.

10.3 The width and length tolerances shall amount to +/- 5%, but at least 20 mm. For variations in weight and strength, we reserve the right to a tolerance of +/- 10%. We cannot accept any liability for adhesive strength and lightfastness of colours.

Complaints regarding register differences of up to 5 mm will not be accepted. In the case of bags, counting differences of up to 3% shall be permitted with the exclusion of complaints for up to 2%.

10.4 Defects in a part of the delivered goods shall not justify a complaint about the entire delivery, unless the partial shipment is of no interest to the customer.

10.5 If the customer has a claim to rectification, we shall be entitled to fulfil such claim at our option by either rectifying the defects or providing a replacement delivery.

10.6 Provided there has been no injury to life, body or health of a third party and no deliberate intent can be proven on our part, the compensation shall be limited to the foreseeable, typically incurred damage. Our liability in accordance with the German Product Liability Act (ProdHaftG) shall remain unaffected.

10.7 Any further claims for compensation, particularly for consequential damage caused by a defect, are excluded. This shall not apply where the damage is due to circumstances that were caused by intentional or grossly negligent violation of duties on our part or on the part of our vicarious agents, where the violation of duties has resulted in culpable injury to life, body or health, or we have culpably breached material contractual obligations. Material contractual obligations are those obligations whose fulfilment is essential for performance of the contract and on whose fulfilment the other party can rely.

10.8 All complaints shall be subject to the GKV Arbitration Clause, in accordance with which the rejected goods are received by a materials testing office. Complaints cannot be made regarding special colourings. This shall also apply to printing inks. Transport damage or shortfalls in quantity must be countersigned by the forwarding company's driver. Claims cannot be asserted against us if this does not occur.

10.9 Rights to warranties for defects shall become statute-barred 12 months after the risk has passed to the customer.

## 11. LEGAL COSTS

The customer shall bear all fees, costs and expenses incurred in connection with any successful legal proceedings against it outside Germany.

## 12. CONFIDENTIALITY

The parties undertake to maintain confidentiality regarding all knowledge and information obtained in connection with their cooperation, including technical details and all documents, as well as to refrain from re-engineering or reverse engineering them themselves or via third parties. This obligation shall apply irrespective of whether the information was communicated verbally or in writing. The knowledge and information shared in confidence may be used only in connection with the parties' cooperation and made accessible only to those employees it is necessary to involve and who have likewise been required to observe confidentiality.

## 13. CLOSING PROVISIONS

13.1 The place of performance and place of jurisdiction for both parties shall be Neustadt in Holstein, Germany.

13.2 This contract shall be subject exclusively to German law with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

13.3 Should one or more of the provisions of these terms and conditions or the individual contracts concerned be or become invalid, this shall not affect the validity of the remainder of these terms and conditions or the individual contracts. The parties undertake to agree on a legally valid provision to replace the invalid provision or close an omission in the contract that comes as close as possible to what the parties would have agreed in line with their presumed intention based on the contractual relationship.

13.4 Any additions or amendments to these General Terms and Conditions of Sale and Delivery, including to this clause, must be made in writing in order to be valid.