



General Terms and Conditions of Sale and Delivery (GTC) of Gascogne Flexible Germany GmbH, Linnich (GFG)

valid as of March 01, 2022

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§ 1 Scope, Form

(1) These General Terms and Conditions of Sale (“**GTC**”) apply to the business relations of Gascogne Flexible Germany GmbH, Linnich (“**GFG**”) with its customers (“**Buyer**”) if they are entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law.

(2) The GTC apply to contracts for the sale and/or delivery of movable goods (“**Goods**”), irrespective of whether GFG manufactures the goods itself or purchases them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the GTC in the version valid at the time of the Buyer's order or in the version last notified to him in text form shall also apply as a framework agreement for similar future contracts without GFG having to refer to them again in each individual case.

(3) The GTC of GFG shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Buyer shall only become part of the contract if and insofar as GFG has expressly agreed to their validity. This requirement of consent shall apply in any case, for example even if GFG carries out the delivery to the Buyer without reservation in the knowledge of the Buyer's GTC.

(4) Individual agreements made with the Buyer in individual cases (including ancillary agreements, supplements, and amendments) shall in any case take precedence over these GTC. Subject to proof to the contrary, a contract in text form or our confirmation in text form shall be authoritative for the content of such agreements.

(5) Legally relevant declarations and notifications by the Buyer regarding the contract (e.g., setting of deadlines, notification of defects, withdrawal, or reduction) must be made in writing (e.g., letter, e-mail, fax) and evidence provided. Statutory formal requirements and further proof, in particular in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.

(6) References to the applicability of statutory provisions are only for clarification purposes. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.

§ 2 Offers and Conclusion of Contract

(1) The offers of GFG are subject to change and non-binding. This also applies if GFG has provided the Buyer with price lists, catalogues, technical documentation (e.g., drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form.



- (2) GFG reserves the right to adjust qualities, quantities, delivery dates and prices if required by the situation on the procurement markets or other exceptional circumstances for which GFG is not responsible.
- (3) GFG's offers are only valid in written form. Prices quoted are subject to the underlying order data of the Buyer remaining unchanged.
- (4) The order of the goods by the Buyer is considered a binding offer of contract.
- (5) The acceptance of the Buyer's contract offer by GFG can be declared either in text form (e.g., by order confirmation) or by delivery of the goods to the Buyer.
- (6) Subsequent changes to the order data caused by the Buyer shall entitle GFG to change the contractual conditions affected thereby. All changes require written confirmation.
- (7) Sketches, drafts, and other preliminary work ordered by the Buyer will be charged even if no order is subsequently placed.

§ 3 Execution

- (1) Advice, information and suggestions on the use, processing and application possibilities of our products only contain a guarantee of properties if this has been agreed in writing.
- (2) The provision of samples, sample rolls or similar does not include a guarantee of quality and durability within the meaning of § 443 BGB (German Civil Code).
- (3) Printing and/or execution templates submitted to the Buyer by GFG must be checked by the Buyer for all essential and required properties for the use of the packaging or packaging aids or manufactured product; this also includes the confirmed maximum duration of processability and the usability of barcodes and QR codes. The Buyer shall return the signed documents to GFG as a sign of consent.
- (4) The Buyer shall clearly mark any corrections and recognisable defects requested by the Buyer.
- (5) The order shall be executed in customary quality in accordance with the general state of the art within the scope of technically necessary material and process-related tolerances unless specific order standards have been specified.

§ 4 Copyright and Other Property Rights

- (1) The Buyer is responsible for checking the right of reproduction and copyright of all artworks, drafts, and finished samples, unless he has expressly given GFG an order to this effect.
- (2) The copyright and the right of reproduction in any process and for any purpose in own sketches, drafts, originals, films, and the like shall remain with GFG, subject to any express provision to the contrary, even if the order is not placed.
- (3) Lithographs, printing plates, copy templates, clichés, matrixes, embossing plates, punching tools and contours, printing cylinders and the like shall remain the property of GFG, even if pro rata cost contributions are invoiced separately for them.
- (4) A storage obligation for third-party printing documents, manuscripts and other items provided exists only for six months from the delivery of the last order produced with the items. Their insurance is the responsibility of the Buyer.
- (5) GFG reserves the right to apply its own company text, logo or GFG company identification number to deliveries of all kinds in accordance with appropriate practice and regulations and the given space.

§ 5 Minimum Order Quantities, Minimum Quantity Surcharge

- (1) GFG products are only sold if the respective minimum order quantities are reached. If a Buyer's order (contract offer) for one or more products does not reach the respective minimum order quantity, GFG shall notify the Buyer thereof in writing. The Buyer shall then be free to place an order (contract offer) which reaches the minimum quantities.
- (2) Even if a Buyer's order reaches the minimum quantities, GFG is free at any time not to accept an order.
- (3) If a Buyer's order does not reach the minimum order quantity, GFG might offer the Buyer in individual cases, in deviation from (1), to conclude a contract for the delivery of the product against payment of a minimum quantity surcharge.



§ 6 Quantity Tolerances

- (1) GFG is entitled to deviate from the ordered quantity up to +/-10% for deliveries, up to +/-15% for custom-made products with more than 25,000 sqm, up to +/-20% for custom-made products between 10,000 sqm and 25,000 sqm, up to +/-30% and up to +/-50% for small quantities below 3,000 sqm.
- (2) The quantity delivered is invoiced.
- (3) Counting differences up to +/-3%, size deviations up to +/-5% are reserved, as well as area tolerances in the plastic application of +/- 15%, film thickness tolerances of +/-10% and fluctuations of +/-3 g/sqm for coatings below 30 g/sqm and +/-10% for coatings above 30 g/sqm.

§ 7 Delivery Period and Delay in Delivery

- (1) The delivery period is agreed individually or stated by GFG upon acceptance of the order.
- (2) Compliance with the agreed delivery time requires that the Buyer fulfils his obligations (e.g., provision of printing documents, consent to the execution templates, etc.) on time.
- (3) If the Buyer requests changes to the order after order confirmation which affect the production time, a new delivery time begins with confirmation of the change by GFG.
- (4) Compliance with the delivery time is fulfilled when the goods are ready for dispatch at the agreed time.
- (5) If GFG is unable to meet binding delivery deadlines for reasons for which GFG is not responsible (e.g., impossibility of performance, in particular unavailability of raw materials), GFG will inform the Buyer of this and at the same time notify the Buyer of the expected new delivery deadline.
- (6) The occurrence of default in delivery by GFG shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the Buyer is required.

§ 8 Delivery, Transfer of Risk, Acceptance, Default of Acceptance

- (1) Delivery shall be ex warehouse, which is also the place of performance for the delivery and any subsequent performance. At the request and expense of the Buyer, the goods shall be shipped to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, GFG is entitled to determine the type of shipment (transport company, shipping route, packaging) itself.
- (2) The risk of accidental loss and accidental deterioration of the goods shall pass to the Buyer at the latest upon handover. In the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the Buyer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to an agreed acceptance. The handover or acceptance shall be deemed to have occurred if the Buyer is in default of acceptance.
- (3) If the Buyer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the Buyer is responsible, GFG shall be entitled to demand compensation for the resulting damage including additional expenses (e.g., storage costs).

§ 9 Shipping and Packing

- (1) Shipment shall be at the risk and, unless otherwise agreed, for the account of the Buyer.
- (2) Multi-purpose containers (e.g., pallets, containers) are only provided to the Buyer on loan. If this loaned packaging is not received freight paid at the GFG plant in Linnich within two months of the invoice date, or within one month in the case of pallets, in a clean, usable condition, a usage fee customary in the market will be charged. Packaging received by GFG in damaged condition will be repaired at the Buyer's expense. If the return of the returnable packaging has not yet taken place within six months of the invoice date, the replacement value will be charged, considering any loan fee paid.

§ 10 Prices and Terms of Payment

- (1) Unless otherwise agreed in individual cases, the current GFG prices in euros at the time of conclusion of the contract shall apply, ex warehouse, plus statutory VAT.



(2) In the case of a sale by delivery to a place other than the place of performance in accordance with § 8 (1), the Buyer shall bear the transport costs from the warehouse and the costs of any transport insurance requested by him.

(3) The purchase price shall be due and payable within 14 days of invoicing and delivery or acceptance of the goods. GFG is, however, entitled at any time, also within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. GFG shall declare a corresponding reservation at the latest with the order confirmation.

(4) Upon expiry of the payment deadline, the Buyer shall be in default. During the period of default, interest shall be charged on the purchase price at the statutory default interest rate applicable at the time. GFG reserves the right to assert further damage caused by default. The claim to the commercial due date interest (§ 353 HGB) remains unaffected vis-à-vis merchants.

(5) The Buyer shall only be entitled to rights of set-off or retention insofar as his claim has been declared legally binding by a court of law or is undisputed.

(6) If it becomes apparent after the conclusion of the contract (e.g., by filing for insolvency proceedings) that GFG's claim to the purchase price is jeopardised by the Buyer's inability to pay, GFG shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary, after setting a deadline - to withdraw from the contract (§ 321 BGB). In the case of contracts for the manufacture of unjustifiable items (custom-made products), GFG may declare withdrawal immediately; the statutory regulations on the dispensability of setting a deadline remain unaffected.

§ 11 Retention of Title

(1) Until full payment of all present and future claims of GFG arising from the purchase contract and an ongoing business relationship (secured claims), GFG retains title to the goods sold.

(2) In case of breach of contract by the Buyer, including default of payment, GFG is entitled to take back the goods.

(3) The Buyer shall handle the goods with care and insure them appropriately.

(4) Insofar as the purchase price has not been paid in full, the Buyer must inform GFG immediately in writing if the goods are encumbered with third-party rights or exposed to other third-party interventions.

(5) The Buyer is entitled to resell the goods subject to retention of title in the ordinary course of business. In this case, however, he already now assigns to GFG all claims from such a resale, regardless of whether this takes place before or after any processing of the goods delivered under retention of title. Irrespective of our authority to collect the claim ourselves, the Buyer remains authorised to collect the claim even after the assignment. In this context, GFG undertakes not to collect the claim if and insofar as the Buyer meets his payment obligations, no application for the opening of insolvency or similar proceedings has been filed and there is no cessation of payments.

(6) Insofar as the above-mentioned securities exceed the claims to be secured by more than 10 %, GFG is obliged to release the securities of its own choice at the Buyer's request.

§ 12 Notification of Defects, Claims for Defects by the Buyer and Liability

(1) The statutory provisions shall apply to the Buyer's rights in the event of material defects and defects of title (including wrong delivery and short delivery), unless otherwise stipulated below. In all cases, the special statutory provisions remain unaffected in the case of final delivery of the unprocessed goods to a consumer, even if the consumer has processed them further (supplier recourse pursuant to § 478 BGB). Claims from supplier recourse are excluded if the defective goods have been further processed by the Buyer or another entrepreneur.

(2) GFG shall in principle not be liable for defects of which the Buyer is aware at the time of conclusion of the contract or is not aware due to gross negligence (§ 442 BGB). Furthermore, the Buyer's claims for defects presuppose that he has fulfilled his statutory obligations to inspect and give notice of defects (§§ 377, 381 HGB). In the case of goods intended for further processing, an inspection must in any case be carried out immediately before processing. If a defect becomes apparent during delivery, inspection or at any later time, GFG must be notified of this in writing without delay. In any case, obvious defects must be reported in writing within five working days from delivery and defects not recognisable during the inspection within the same period from discovery. If the Buyer fails to carry out a proper inspection within a reasonable scope and/or to give notice of defects about the essential, required and warranted characteristics for the use of the goods, GFG's liability for the defect not notified or not notified in time or not notified properly shall be excluded in accordance with the statutory provisions.



(3) If the delivered item is defective, GFG may first choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement). The right of GFG to refuse subsequent performance under the statutory conditions remains unaffected.

(4) Goods with a declared maximum duration of processability may only be used and processed until this date. If the goods can no longer be used after the expiry of the maximum period of processability due to their age, this shall not constitute a defect. If the Buyer uses or processes the goods after this date, he does so at his own risk.

(5) Defects in a part of a delivery cannot lead to a complaint about the entire delivery if it is possible to separate the defect-free goods from the defective goods by reasonable means. In this case, only a reduction of the purchase price or subsequent delivery can be demanded.

(6) GFG does not warrant that the goods - beyond the use presupposed by the contract - are suitable for the purpose intended by the Buyer unless certain properties are expressly warranted in writing.

(7) GFG shall only be liable for light fastness, variability, and deviation of colours as well as for the quality of bonding, varnishing, lamination, impregnation, and coating to the extent that defects of the materials were recognisable prior to their use upon proper inspection.

(8) In the case of subcontracted orders, GFG shall not assume any liability for defects in the goods delivered by or at the instigation of the Buyer. The Buyer is responsible for the insurance of the goods and other items which he provides to GFG.

(9) The Buyer shall give GFG the time and opportunity required for the subsequent performance owed to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the Buyer shall return the defective item to GFG in accordance with the statutory provisions.

(10) The expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labour, and material costs as well as, if applicable, removal and installation costs shall be borne or reimbursed by GFG in accordance with the statutory provisions if there is a defect. Otherwise, GFG may demand reimbursement from the Buyer of the costs (inspection and transport costs) arising from the unjustified request for rectification of the defect, unless the lack of defectiveness was not recognisable to the Buyer.

(11) If the supplementary performance has failed or a reasonable deadline to be set by the Buyer for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the Buyer may withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there is no right of withdrawal.

(12) Claims of the Buyer for damages or reimbursement of futile expenses also exist in the case of defects only in accordance with § 13 and are otherwise excluded.

§ 13 Other Liability

(1) Insofar as nothing to the contrary results from these GTC including the following provisions, GFG shall be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.

(2) GFG shall be liable for damages - irrespective of the legal grounds - within the scope of fault liability in the event of intent and gross negligence. In the event of simple negligence, GFG shall only be liable, subject to statutory limitations of liability (e.g., care in own affairs, insignificant breach of duty), in the following cases

(a) for damages arising from injury to life, limb, or health,

(b) for damages arising from the breach of an essential contractual obligation (obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner regularly relies on and may rely); in this case, however, GFG's liability shall be limited to compensation for the foreseeable, typically occurring damage.

(3) The limitations of liability resulting from (2) shall also apply to third parties as well as to breaches of duty by persons (also in their favour) whose fault GFG is responsible for according to statutory provisions. They do not apply insofar as a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for claims of the Buyer under the Product Liability Act.

(4) Due to a breach of duty which does not consist of a defect, the Buyer may only withdraw from or terminate the contract if GFG is responsible for the breach of duty. A free right of termination of the Buyer (according to §§ 650, 648 BGB) is excluded. In all other respects, the statutory prerequisites and legal consequences shall apply.



§ 14 Limitation

(1) Notwithstanding Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. Insofar as acceptance has been agreed, the limitation period shall begin with acceptance.

(2) Further special statutory provisions on limitation (§ 438 para. 1 no. 1, para. 3, §§ 444, 445b BGB) shall remain unaffected.

(3) The above limitation periods of the law on sales also apply to contractual and non-contractual claims for damages of the Buyer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in the individual case. Claims for damages of the Buyer pursuant to § 13 (2) as well as under the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

§ 15 Choice of Law, Place of Jurisdiction, Severability Clause

(1) These GTC and the contractual relationship between GFG and the Buyer shall be governed by the laws of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) The exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of GFG in Linnich. However, GFG is also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these GTC or a prior individual agreement or at the general place of jurisdiction of the Buyer. Overriding statutory provisions, on exclusive jurisdiction, shall remain unaffected.

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

§ 16 Contact Details

(1) Gascogne Flexible Germany GmbH, Rurstrasse 58, 52441 Linnich, Germany

(2) Registered at court Amtsgericht Düren, HRB 3891

(3) VAT ID: DE 811 114 322

(4) Gascogne Flexible is part of the French Groupe Gascogne – Gascogne S.A.

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