

## General Terms and Conditions (GTC) for the commissioning of custom-made products Status July 2022

### 1. Scope

- (1) These General Terms and Conditions shall apply, unless otherwise expressly stipulated in writing, to all contracts in connection with the commissioning of custom-made products by MBO Postpress Solutions GmbH, one of its subsidiaries, in particular MBO Máquinas, S.A. (hereinafter collectively referred to as "MBO") by its clients ("Customers"). They also apply to future business relations, even if they are not expressly agreed again. The version of these General Terms and Conditions valid at the time of conclusion of the contract is decisive.
- (2) Our product offers are aimed exclusively at entrepreneurs. An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their commercial or independent professional activity (§ 14 German Civil Code, Bürgerliches Gesetzbuch, hereinafter referred to as "BGB").
- (3) These General Terms and Conditions apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Customer shall only become part of the contract if and insofar as MBO has expressly agreed to their validity. This requirement of consent applies in any case, for example even if MBO carries out the delivery to the Customer without reservation in the knowledge of the Customer's General Terms and Conditions.
- (4) Individual agreements made with the Customer in individual cases (including any framework agreements, ancillary agreements, supplements and amendments) as well as the information contained in the individual order shall in any case take precedence over these General Terms and Conditions. They must be in writing.
- (5) References to the validity of legal regulations are only of clarifying significance. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these General Terms and Conditions.

### 2. Form

Legally relevant declarations and notifications of the Customer in relation to the contract (e.g. setting a deadline, notification of defects, cancellation or reduction) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, remain unaffected.

### 3. Conclusion of Contract, Cooperation

- (1) The offers price quotations of MBO are subject to change and non-binding. The Customer's order or placement of an order is deemed to be a binding contractual offer.
- (2) Unless otherwise agreed, a contract comes into effect with the written order confirmation of MBO or, in individual cases, with the conclusion of a written contract. In case of orders placed by telephone, either a non-binding offer is made in accordance with Paragraph 3 (1) or an order confirmation is sent to the Customer immediately.
- (3) Price quotations are not binding for MBO unless they have been confirmed in writing. Price quotations will be invoiced to the Customer if they do not lead to an order being placed.
- (4) Insofar as the commissioning requires extensive individual preliminary planning of the individual production, in particular the creation of a prototype, this shall constitute work performance pursuant to §§ 631 seq. BGB, which the Customer must remunerate in accordance with this contract. MBO shall provide the Customer with information on the progress and content of the service to be rendered upon request. As soon as the custom-made product goes into production or series production, the principles of the law on sales pursuant to §§ 650, 433 et seq. BGB shall apply.
- (5) MBO only provides a guarantee if this has been expressly agreed in the order confirmation.
- (6) The information contained in the order confirmation together with any enclosures shall be conclusive for the determination of performance.
- (7) For the execution of the contract, the legal regulations valid at the time of the order confirmation shall apply. Delivery of the goods in accordance with the commercial terms of the Incoterms in the currently valid version requires a written agreement. In the event of an agreement, the regulations contained therein shall take precedence insofar as they conflict with these General Terms and Conditions.
- (8) Unless otherwise agreed, MBO is entitled to use subcontractors.

### 4. Cooperation Obligations of the Customer

- (1) The Customer undertakes to support the activities of MBO required for the purpose of planning the individual production, production of the individual production or provision of the service. In particular, the Customer shall create free of charge all prerequisites in its sphere of operation that are necessary for the planning or performance of the service. In addition to the provisions in the specifications of services, these prerequisites include, among others, that the Customer
  - a) provides sufficient working space for MBO's employees, including all necessary work equipment, as required;
  - b) designates a contact person who is available to MBO's employees during the agreed working hours and who is authorized to make declarations on behalf of the Customer which are necessary as an interim decision in the course of the performance of the contract;
  - c) provides the information and aids necessary for planning the individual production, production of the individual production or provision of the service in good time.
- (2) The Customer must provide MBO with the documents and specifications required for the execution of the order, in particular technical data or drawings. All specifications must be provided to MBO in such a way that they can be implemented by MBO without interpretation. Paragraph 12 (1) shall apply.
- (3) Upon request, the Customer shall confirm in writing the correctness and completeness of the documents submitted by him as well as his information and oral statements.

### 5. Delivery and Transfer of Risk

- (1) Unless otherwise agreed, MBO is entitled to determine the type of dispatch (in particular transport company, dispatch route, packaging) itself.
- (2) Unless otherwise stated in the order confirmation (such as a reference to trading conditions in accordance with Incoterms), the risk of accidental loss and accidental deterioration of the goods shall pass to the Customer at the time the goods delivered are handed over to the Customer.
- (3) However, 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 already pass upon delivery of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment.
- (4) If acceptance has been agreed, this is decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services shall also apply accordingly to an agreed acceptance.
- (5) If the Customer is in default of acceptance, this shall be deemed equivalent to handover or acceptance.
- (6) If the Customer is in default of acceptance, if he fails to cooperate or if delivery is delayed for other reasons for which the Customer is responsible, MBO is entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this purpose, MBO will charge a lump-sum compensation amounting to 0.5% of the order value in EUR per calendar week, beginning with the delivery period or – in the absence of a delivery period – with the notification that the goods are ready for dispatch. The compensation is limited to a maximum of 5% of the order value. The proof of a higher damage and our legal claims (in particular compensation for additional expenses, appropriate compensation, termination) remain unaffected; however, the lump sum is to be offset against further monetary claims. The Customer shall be entitled to prove that we have incurred no damage at all or only a considerably lower damage than the above lump sum. MBO is, however, entitled to dispose otherwise of the goods delivered after the setting and fruitless expiry of a reasonable deadline and to supply the Customer as a substitute within a reasonably extended period.
- (7) Partial delivery is permissible except it is not reasonable for the Customer considering the interests of MBO.

### 6. Cross-Border Delivery

- (1) In the case of cross-border deliveries, the Customer must make all declarations and take all actions necessary for export from Germany and import into the destination country in time to the responsible authorities, in particular procure the documents required for customs clearance and comply with the requirements of any export controls or other restrictions on marketability.
- (2) The deliveries are subject to the reservation that there are no obstacles to fulfilment due to national or international regulations, in particular export control regulations and embargoes or other sanctions.

- (3) Delays due to export controls extend delivery times accordingly; any delivery dates are postponed accordingly.

#### **7. Delivery Times**

- (1) All time limits stated for the delivery or completion of the goods are non-binding unless they are expressly designated as binding. Confirmed orders and delivery dates are in all cases subject to correct and timely delivery to MBO.
- (2) If a binding delivery or completion deadline has been agreed, it shall not begin to run before the Customer has fulfilled all agreed obligations to cooperate in accordance with Paragraph 6, among others. A delivery or completion deadline shall be deemed to have been met if the consignment is ready for dispatch within this period and the Customer has been notified or the product is ready for acceptance.
- (3) Delivery or completion deadlines will be extended by the duration of the interruption of operations in the event of such circumstances for which MBO is not responsible and which have a considerable influence on the production or delivery of the goods, in particular also in the event of war/warlike actions, confiscation, embargo, natural disasters, industrial disputes, epidemics, pandemics and other circumstances affecting MBO or subcontractors (interruption of operations through no fault of MBO). If a deadline is extended due to such circumstances, the Customer is not entitled to any liability claims against MBO. In case of interruption of operations through no fault of MBO, MBO is also not liable for the duration of the delay.

#### **8. Retention of Title**

- (1) The goods delivered remain the property of MBO until full and unconditional payment has been made by the Customer. In addition, the retention of title to the goods delivered also continues to exist until all claims arising from the business relationship with the Customer have been settled. Up to this point in time, the customer only exercises ownership of the goods delivered.
- (2) The goods subject to retention of title may neither be pledged to third parties nor assigned as security before the secured claims have been paid in full. The Customer must inform MBO immediately in writing if an application is made for the opening of insolvency proceedings or if third parties seize the goods belonging to MBO (e.g. seizures).
- (3) The Customer must keep the goods delivered free from any access by third parties at its own expense and shall immediately notify MBO in writing of any impending access, including such access to the Customer's business premises. The Customer must draw the attention of third parties to the ownership of MBO. A change of location of the goods delivered requires the prior written consent of MBO and may only be carried out by employees of MBO or agents authorized of MBO. The Customer must receive the goods delivered in perfect condition. Furthermore, the Customer must insure the goods delivered at its own expense for the benefit of MBO against damage in transit, installation, machine breakage, fire, burglary and mains water damage and provide MBO with evidence of the insurance and premium payment on request. The Customer will allow MBO or agents of MBO to inspect the goods delivered and for this purpose to enter the rooms in which they are located and undertakes to provide assistance if necessary without claiming compensation. The Customer will store the property of MBO free of charge. MBO has the right to inspect the goods at any time.
- (4) If the purchase price is financed by third parties (in particular by means of financial purchase agreement), the reservation of title remains agreed and the rights arising from the contract until payment of the delivery claim for MBO remain in force until the third party is also fully satisfied by the Customer in accordance with the provisions of the financing agreement.
- (5) In case of behaviour of the Customer contrary to the terms of the contract, in particular non-payment of the due purchase price, MBO is entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for return does not at the same time include the declaration of withdrawal; MBO is rather entitled to demand only the return of the goods and to reserve the right of withdrawal for us. If the Customer does not pay the purchase price due, MBO may only assert these rights if the Customer has previously been unsuccessfully set a reasonable deadline for payment or such setting of a deadline is dispensable according to the statutory provisions.
- (6) Until revocation, the Customer is authorized in accordance with (c.) below to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition:

- a) The retention of title extends to the products resulting from the processing, mixing or combination of the goods at their full value, whereby MBO is deemed to be the manufacturer. If in the case of processing, mixing or combining with goods of third parties, their right of ownership remains, MBO acquires co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the same applies to the resulting product as to the goods delivered under retention of title.
- b) The Customer hereby assigns to MBO by way of security all claims against third parties arising from the resale of the goods or the product either in full or in the amount of our possible co-ownership share in accordance with the above Paragraph. MBO accepts the assignment. The obligations of the Customer mentioned in Paragraph (2) also apply in consideration of the assigned claims.
- c) In addition to MBO, the Customer remains authorized to collect the claim. MBO undertakes not to collect the claim as long as the Customer fulfills its payment obligations towards MBO, there is no lack of its ability to perform and MBO does not assert the retention of title by exercising a right according to Paragraph (3). However, if this is the case, MBO can demand that the Customer informs MBO of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore, in this case MBO is entitled to revoke the authority of the Customer to further sell and process the goods subject to retention of title.
- d) MBO releases the title to the goods delivered at the request of the Customer to the extent that MBO's interest in security ceases to exist. The interest in security will cease to exist to the extent that the realisable value of the goods delivered exceeds the cover limit of 110% of the secured claim not only temporarily. It is presumed that the cover limit is reached if the expert estimate of the value of the goods delivered at the time of the request for release corresponds to 150% of the secured claim. The proof of another realisable value of the goods delivered remains possible.

#### **9. Prices and Terms of Payment, Default in Payment**

- (1) Deliveries are made at the prices stated in the order confirmation and otherwise at the prices announced in the currently valid price lists. Unless otherwise agreed, all prices are ex works/place of dispatch or, for spare and wear parts, ex distribution centre. Unless otherwise indicated, all prices are quoted in euros and do not include packaging, transport and insurance costs, as well as all state and official taxes and duties, including copyright fees and customs duties. If, after conclusion of the contract, there is any increase in the costs and fees which in such a case are payable by MBO in accordance with the contract or if MBO incur or is charged any new or additional costs or payments in respect of the goods or services, the amount of the increase in costs shall be borne by the Customer who shall immediately reimburse the amount to MBO.
- (2) Insofar as MBO incurs travel expenses due to the fulfilment of the contract, these shall be reimbursed by the Customer, unless otherwise agreed. MBO shall choose means of transport and accommodation with a view to economic efficiency and appropriateness.
- (3) Unless otherwise agreed, payments are to be made to MBO in cash and without any deduction as stated in the invoice. Instalments and payments by letter of credit are only permitted if they have been expressly granted in the order confirmation. If payment under the contract is made by letter of credit, the Customer shall, immediately after conclusion of the contract, establish an irrevocable and confirmed letter of credit in MBO's favour, negotiable by sight draft, from a major international bank with a rating of at least BBB (Standard&Poor's) or a comparable rating from another recognised rating agency with a validity period of at least 20 days longer than the last day of the respective shipment or delivery. This letter of credit must be drawn up in a form and under conditions satisfactory to MBO and must expressly permit partial delivery and authorise reimbursement to MBO of any amounts paid in advance by MBO for consular invoices, inspection fees and other expenses to be borne by the Customer.
- (4) The Customer shall be in default if he does not pay within 14 days of receipt of the respective invoices without the need for a separate reminder. In this case, interest on arrears shall be owed in accordance with the statutory provisions. MBO reserves the right to assert further damages caused by default.
- (5) MBO is entitled to demand payment on account as part of the execution of the planning service. Unless otherwise agreed, the first

instalment payment shall be due at the latest with the creation of an exemplary initial sample.

- (6) In the event of a delay in payment, interest on arrears shall be deemed agreed at a rate of 9% points above the respective base interest rate p.a. Further claims on our part remain unaffected.
- (7) If the Customer has been granted payment by instalments, MBO is entitled to make the entire remaining purchase price due for immediate payment if the Customer is in default with at least two successive payments.
- (8) The maturity of the payments is not affected by the assertion of claims for defects, product liability or other claims. The Customer can only assert a right of retention if his counterclaim is based on the same contractual relationship.
- (9) If, in the case of long-term contracts (contracts with a term of more than 3 months and unlimited contracts such as, for example, so-called framework contracts), a significant change in wage, material or energy costs occurs which was not previously foreseeable from a calculatory point of view, each contractual partner shall be entitled to demand an appropriate adjustment of the price taking these factors into account in order to compensate for the increased costs in accordance with equitable principles. The contractual partner is obliged to announce and justify the price adjustment 3 months before it is made.
- (10) In the event that the price adjustment is not insignificant, the contractual partner shall be entitled to withdraw from the contract or terminate the contract.

#### **10. Acceptance of Planning Services, Initial Samples**

- (1) The production costs for initial samples and production equipment (tools, moulds, templates, etc.) shall be invoiced separately from the goods to be delivered, unless otherwise agreed. This also applies to production equipment that have to be replaced due to wear and tear.
- (2) If the Customer suspends or terminates the cooperation during the production period of the samples or production equipment, all production costs incurred until then shall be borne by the Customer.
- (3) After the production of initial samples for individual parts or type samples, an initial sample test report is prepared. The Customer specifies the test criteria to MBO and provides the documents and information required for the execution. The costs for the execution of the initial sample test report shall be borne by the Customer.
- (4) The production equipment shall remain the property of MBO, even if the Customer has paid for them, at least until the order has been completed. Thereafter, the Customer shall be entitled to demand the return of the means of production if a mutual agreement has been reached on the time of return and the Customer has fully complied with its contractual obligations.
- (5) Unless otherwise agreed, planning services rendered, which also includes the preparation of exemplary initial samples, are generally subject to written acceptance by the Customer (signing of an acceptance protocol).
- (6) In the event that written acceptance is to take place, MBO shall submit the respective acceptance protocol to the Customer as soon as the contractual services or parts thereof have been completed. The Customer undertakes to declare acceptance immediately, but no later than 1 week after receipt of this document, which may not be refused in the event of defects that only insignificantly affect the overall functionality. Such deviations shall be noted in the acceptance protocol, if applicable. If the acceptance shows significant deviations from the performance owed, the Customer may refuse acceptance and set us a reasonable deadline to make up for the contractual performance, after which a new acceptance shall take place.
- (7) Acceptance (partial acceptance) shall be deemed to have been declared even if the Customer does not declare acceptance even after expiry of a reasonable grace period or refuses acceptance without sufficient justification.
- (8) If acceptance is excluded due to the nature of the work, completion of the work shall take its place.
- (9) Unless otherwise agreed, the Customer declares with the acceptance of the initial sample and the successful execution of the initial sample test report that the serial production of the individual production is to take place on the basis of this prototype.

#### **11. Quality Assurance Measures**

- (1) With the order, the Customer specifies which quality assurance measures (in particular individual sample inspection, random sampling, batch size inspection, stochastic inspection) are to be carried out.
- (2) If, in the course of the execution of the order, the Customer wishes a quality assurance measure to be carried out other than that initially specified, this shall require a written agreement with MBO. Any additional costs arising from this shall be borne by the Customer.

#### **12. Claims for Defects of the Customer**

- (1) MBO is not responsible for a defect if the defect is based on the task given by the Customer or the faulty/insufficient cooperation of the Customer in accordance with Paragraph 4; any warranty obligation of MBO shall also not apply if the Customer or third parties modify the work or parts thereof without the consent of MBO.
- (2) MBO may demand remuneration insofar as we have acted on the basis of an error reported by the Customer for which the Customer is responsible.
- (3) The customer's rights in respect of defects presuppose that he has inspected the goods delivered on handover or acceptance and has notified MBO of any obvious defects without delay. Hidden defects must be reported to MBO in writing immediately after their discovery. The Customer must describe the defects in writing when notifying MBO.
- (4) In case of defects of the goods, MBO is entitled, at its own discretion, to subsequent performance by eliminating the defect (repair) or by manufacturing or delivering defect-free goods. In the event of subsequent fulfilment, MBO is obliged to bear all expenses required for the purpose of subsequent fulfilment, in particular transport, travel, labour and material costs. Personnel and material costs claimed by the Customer in this context shall be charged on a cost price basis. Replaced goods become the property of MBO and are to be returned to MBO.
- (5) If MBO is not willing or able to provide subsequent performance, the Customer may, at its discretion, withdraw from the contract or reduce the delivery price, without prejudice to any claims for damages or reimbursement of expenses. The same applies if the subsequent performance fails, is unreasonable for the Customer or is delayed beyond a reasonable period for reasons for which MBO is responsible.
- (6) The Customer's right of withdrawal is excluded if he is unable to return the performance received and this is not based on the fact that the return is impossible due to the nature of the performance received, is the responsibility of MBO or the defect only became apparent during the processing or transformation of the goods. The right of withdrawal is further excluded if MBO is not responsible for the defect and if the Customer has to pay compensation instead of the return.
- (7) No claims for defects shall arise for defects due to natural wear and tear, improper handling, installation, use or storage or improperly performed modifications or repairs of the goods by the Customer or third parties. The same applies to defects attributable to the Customer or which are due to a cause other than the original defect.
- (8) MBO assumes no guarantees, in particular no guarantees of quality or durability, unless otherwise agreed in individual cases.
- (9) Claims of the Customer for reimbursement of expenses instead of damages instead of performance are excluded unless the expenses would also have been incurred by a reasonable third party.
- (10) Claims for defects are excluded:
  - a) In the event of consumption and wear of materials and parts which, due to their nature, are subject to unavoidable and regular wear and tear.
  - b) If and to the extent that a malfunction is due to the fact that the Customer has not ensured compliance with the technical framework conditions specified in the documentation and these supplementary documents or the malfunction is due to an otherwise improper use of the goods delivered or incorrect operation by the Customer. This applies in particular if additives other than those recommended by the manufacturer, such as lubricants, greases and oils, have been used or if changes of any kind or repairs to the goods delivered have been carried out by persons not authorised by MBO and the damage that has occurred is attributable to this.
  - c) If and insofar as a malfunction is due to the fact that the Customer does not carry out or have carried out the prescribed maintenance and care work in accordance with the specifications of the operating manuals.
  - d) If and insofar as the delivery item may not be imported into the country of destination or operated there due to legal or official regulations. Newly manufactured delivery items comply with the technical and statutory regulations concerning operational safety or accident prevention in MBO's country of domicile. In all other respects, the customer is obliged to check before placing the order whether it can import the goods delivered into the country of its choice and operate it there.

#### **13. Other Liability**

- (1) Insofar as nothing to the contrary arises from these General Terms and Conditions including the following provisions, MBO shall be liable

in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.

- (2) MBO is liable for damages – irrespective of the legal grounds – within the scope of liability for culpability in the case of intent and gross negligence. In case of simple negligence, MBO is only liable, subject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of duty),
  - a) for damages resulting from injury to life, body or health,
  - b) for damages resulting 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 and may rely); in this case, however, MBO's liability is limited to the compensation of the foreseeable, typically occurring damage.
- (3) The limitations of liability resulting from Paragraph (2) also apply to third parties as well as in the case of breaches of duty by persons (also in their favour) whose fault MBO 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 Customer under the Product Liability Act.
- (4) Due to a breach of duty which does not consist of a defect, the Customer may only withdraw or terminate the contract if MBO is responsible for the breach of duty. A free right of termination of the Customer (in particular pursuant to §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

#### 14. Limitation Period

- (1) Unless otherwise agreed, the limitation period for claims for defects shall end twelve months after delivery of the goods in deviation from §§ 438 sec. 1 no. 3, 634 a BGB. Insofar as acceptance takes place, the limitation period shall begin with the acceptance. The limitation period shall not be renewed or extended by subsequent performance. Claims for defects for the service parts installed within the scope of subsequent performance shall become statute-barred at the latest 12 months after the transfer of risk. Claims for defects for the service parts installed within the scope of subsequent performance shall become statute-barred at the latest 12 months after the transfer of risk.
- (2) The above limitation periods shall also apply to contractual and non-contractual claims for damages of the Customer 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 individual cases. Claims for damages by the Customer pursuant to Paragraph 13 (2)a as well as pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

#### 15. Assignment

The assignment of the rights and/or the transfer of the obligations of the Customer under the contract require the prior written consent of MBO.

#### 16. Patents, Trademarks, etc.

- (1) MBO is not responsible to the Customer for any alleged infringement of any patent, use, utility model, trademark, copyright or other industrial or intellectual property right in connection with the goods or services unless we are guilty of wilful misconduct, gross negligence or breach of a fundamental contractual obligation, except that in such event we shall use our best efforts to obtain permission to use the rights holder's goods or allow Customer to withdraw from the contract. Nothing herein contained shall be deemed to confer any patent, use, trademark, utility or copyright rights in the goods; all such rights should be expressly reserved to their true and rightful owner.
- (2) Insofar as MBO holds intellectual property rights, including patents, utility models, trademarks, copyrights, design patents, know-how, trade secrets or other protective or prohibitive rights to the contractual services (goods or services), acquires them in the course of the performance of the contract or licenses them from third parties for the performance of the contractual services, these intellectual property rights shall remain with MBO or the third party and only the contractual rights of use shall be granted to the Customer.
- (3) All rights to the results and goods, as well as the associated documents, which arise within the scope of the performance under the contract, shall remain the unrestricted property of MBO, irrespective of the processing status. Insofar as protectable inventions arise during the performance of the work, MBO is exclusively entitled to apply for industrial property rights in any country in its name,

naming the inventor(s) in accordance with the respective applicable provisions and at its own discretion, to pursue these further, to transfer them or to drop them at any time.

- (4) In the event that MBO requires declarations from the Customer in order to apply for, process, obtain and defend industrial property rights based on inventions, the Customer shall provide these to MBO without delay upon request.
- (5) MBO shall not be liable for the protectability or the existence of the property rights to the contractual services.
- (6) MBO assures that it is not aware of any third-party property rights to the contractual services. Liability that the contractual services are free of third-party property rights is excluded.

#### 17. Compliance

The Customer is obliged to take necessary and appropriate measures to prevent corruption. In particular, the Customer undertakes not to offer, promise or grant, or allow to be offered, promised or granted, any benefits or other advantages (e.g. money, gifts of monetary value and invitations that are not predominantly of a business nature, such as sporting events, concerts, cultural events) to employees and members of executive bodies of MBO by employees, members of executive bodies or third parties.

#### 18. Re-/Export

The Customer shall not export, re-export, transship or make available to third parties outside the Customer's country, directly or indirectly, products including software, parts, technical information/data and documents related to the contract in violation of applicable export control laws, rules and regulations promulgated and administered by the relevant government.

#### 19. Cancellation, Termination

- (1) In the event that a framework agreement ends during the term of the performance owed by individual order, the provisions of the framework agreement shall continue to apply until the individual order has been completed in full.
- (2) In the event that the individual order is terminated before completion of the planning service owed, the part of the service rendered up to the time of the effectiveness of the termination shall be remunerated. Furthermore, Paragraph (3) apply.
- (3) If the contract is terminated for a reason for which the Customer is responsible, MBO shall retain the claim to the full remuneration for the services transferred, but less what MBO saves in expenses as a result of the termination of the contract.
- (4) Any termination must be in writing.
- (5) If the Customer withdraws from the order in the case of § 433 BGB or if MBO agrees to the request for cancellation of a contract already concluded or if the Customer cancels an order placed in accordance with § 631 BGB without there being a legal or contractual obligation to do so, MBO may claim 10% of the order value plus any VAT incurred for the costs incurred in processing the order. The Customer reserves the right to provide evidence of lesser damages. This does not grant the Customer the right to cancel the contract. In particular, goods that are manufactured exclusively and specifically for the Customer and cannot be sold elsewhere cannot be cancelled once their production has begun.
- (6) In the event of premature termination of the contract, the claims of the contracting parties under Paragraphs 16, 20 remain unaffected.

#### 20. Data Protection, Confidentiality

- (1) The personal data provided within the framework of the conclusion of the contract, in particular name, address, telephone number, bank data, which are necessary and required solely for the purpose of the implementation of the resulting contractual relationship, are collected on the basis of legal authorisation.
- (2) The Customer undertakes to properly store all personal documents as well as business and operating documents made available to it, in particular to ensure that third parties cannot inspect them. The documents provided are to be returned to MBO on request during the term of the contract and without request after termination of the contract.
- (3) In the course of the performance of the contractual relationship, the Customer may obtain access to business and trade secrets of the Client as well as to personal data concerning employees, clients or business partners of MBO. The Customer shall treat such confidential information and personal data with the utmost care and confidentiality, use the data only for the purpose of the performance of this contract and the individual work contract in compliance with the instructions issued to it by MBO for this purpose and shall not make the data accessible to third parties in any way or form, either in

whole or in part. When handling personal data, the Customer shall comply with the applicable provisions of the Data Protection Act and, in particular, take appropriate organisational measures to prevent unintentional alteration, destruction or disclosure of the data. The Customer shall ensure that personal data on data carriers are deleted before their further use. MBO shall have the right to satisfy itself at the Customer's premises as to the measures taken to ensure data security. The Customer shall impose the obligations relating to confidentiality and data protection on its employees, agents and subcontractors by agreement and instruction and shall be responsible for their fulfilment.

- (4) MBO always retains the property rights and copyrights to cost estimates, drawings and system concepts and to any documentation supplied. Any reproduction or disclosure to third parties is only permitted with the express written consent of MBO. Data carriers, documents and records, printed matter and other business papers or documents/documents of third parties which are the property of MBO and which come into the possession of the Customer during the performance of a contractual relationship, as well as documents which are prepared individually for the Customer within the scope of a contractual offer, are to be returned at the request of MBO after performance of the contract. At MBO's request, the Customer is also obliged to hand over corresponding documents to MBO at any time, i.e. also before acceptance.
- (5) A right of retention of the Customer to the aforementioned documents is excluded unless the claims of MBO on which he bases the right of retention are recognised by MBO or have been legally established. The Customer shall also be obliged to perform in advance in this respect until completion of the services owed by it.

## **21. Final Provisions**

- (1) The terms and conditions between MBO and the Customer shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and German Private International Law.
- (2) The exclusive place of jurisdiction for all disputes arising from the business relationship between MBO and the Customer is the Regional Court of Stuttgart, Germany. MBO is also entitled to bring an action at the registered office of the customer as well as at any other legally permissible place of jurisdiction. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this provision.
- (3) Unless otherwise agreed, the place of performance for all services of the Client and MBO shall be MBO's production site at Rua Joaquim Alves da Silva, 240, 4455-473 Perafita, Portugal.
- (4) Should any provision of these General Terms and Conditions be or become invalid or unenforceable in whole or in part or should there be a gap in these General Terms and Conditions, this shall not affect the validity of the remaining provisions.

### **MBO Postpress Solutions GmbH**

Grabenstrasse 4 – 6 · D-71570 Oppenweiler

#### **Management Board:**

Fernando Ferreira, Thomas Heiningler, Christian Gohlke, Masafumi Yokoyama, Yasuhiro Chiba, Masanobu Wakatsuki, Eiji Kajita

#### **Registered Office:**

Register Court Stuttgart: HRB 773855  
VAT Reg.: DE329246135

Valid: Oppenweiler, July 2022