

I General Scope of Coverage

- (1) The validity of our business conditions is exclusive. Different versions, or from our business conditions dissenting customer conditions are unacceptable unless our explicit consent has been granted in writing. Our business conditions are also exclusively valid even if we deliver the goods, despite gaining knowledge of adverse customer conditions.
- (2) Any agreements, met between us and the customer pertaining to the execution of this contract are included here in writing. Any later and additional supplements or dissenting agreements are required in writing. This is also valid in case of change or annulment of this text form requirement.
- (3) Our business conditions are valid only versus enterprises in the sense of § 310 paragraph 1 BGB.
- (4) Our business conditions are also valid for any future dealings with the customer.

II Offer – Offer Records

- (1) Our offers are at all times subject to confirmation. If a customer order qualifies as offer in accordance with § 145 BGB, we will be able to accept it within 2 weeks.
- (2) As far as images, graphics, calculations and other records are concerned, ownership and copyrights remain with us. This is also valid and pertains to any written and as „confidential“, identified documents. Prior to their passing on to third parties, the customer must obtain our explicit and written consent.
- (3) Statements we make towards customers and concerning technical data of adhesive tapes and special types are principally based on our own tests and experiences or the statements of various manufacturers, while we must reserve the right for any minor quality fluctuations. Prior to an intended implementation of our adhesive tapes, the customer should on principle check the aptitude of our tapes for their designated purpose – regulation VI cipher 1 is herewith explicitly pointed out. Sample reels are available upon request.
- (4) Tools manufactured by us plus our printing files will principally remain in our ownership. This is still the case even if the customer has received a special invoice for it. For the printing execution, the customer permitted prints are principally leading. Reservation remains on our part concerning minor quality fluctuations – particularly minor colour variances in coloured prints.
- (5) The customer agrees to his right (particularly copyright/beneficial right) for reproduction of printed products ordered from us.

III Prices – Terms of Payment

- (1) If an order confirmation does not state otherwise, our prices are to be understood „ex factory“, excluding packing, forwarding and in the given case forwarding insurance which may be invoiced separately.
- (2) The legal value added tax is not included in our prices but is separately added in legal amount on the date of invoice.
- (3) For the deduction of a discount a special written agreement is required.
- (4) If not otherwise declared in the order confirmation, the purchase price is to be understood net (without discount reduction) within 30 days of date of invoice. Existing legal regulations are valid and apply in given cases of default in payment.
- (5) Offsetting and retention rights on the part of the customer are granted only, if his counterclaim has been legally ascertained, is incontestable and acknowledged by us. He is furthermore only authorized to such retention rights as his counterclaim is based on the same contractual relationship.

IV Delivery time

- (1) Delivery time is never binding; the beginning of a by us stated delivery time is conditional to the clearing of all technical questions. If performance is delayed for reasons of force majeure such as strike, lack of raw materials or delayed deliveries by our suppliers, the delivery time is prolonged accordingly.
- (2) Compliance with our delivery obligation is also conditional upon the timely and orderly fulfilled obligation by the customer. The defence of a not fulfilled contract remains reserved. We have the right for instalment performances.
- (3) If the customer is in default of accepting the delivery or is in culpable violation of other co-operation responsibilities, we reserve the right for claim of indemnification including any possible and additional expenses. Additional claims remain reserved.
- (4) If conditions as stated under (3) apply, the danger of a coincidental downfall or possible depreciation of the goods are turned over to the customer at the time when default of accepting the goods or debtor's delay is the case.
- (5) We are liable in accordance with the legal regulations, in as much as the basic purchase contract is a time bargain in the sense of § 286 cipher 2 No. 4 BGB or § 376 HGB. We are also liable in accordance with legal regulations if due to default of delivery on our part, the customer claims the right of discontinuance and his interest in fulfillment of the contract.
- (6) We are also liable in accordance with legal regulations, if due to default of delivery by us or one of our representatives an intended or gross negligence of violation of contract is to be attributed to us. If the default of delivery can not be attributed to us or to one of our representatives, our liability is limited to the predictable and thus typically following damage.
- (7) We are also liable in accordance with legal regulations if the default of delivery is based on a culpable violation of a considerable contract obligation; in this case however the compensation for damage is limited to the predictable and typically following damage.

V Passing of Risk – Packing Costs

- (1) If the order confirmation does not state otherwise, delivery is to be understood “ex factory”.
- (2) A footnote disclosure is required for packing take-back.
- (3) Upon customer's request, the delivery will be covered by transport insurance; the thus arising costs will be borne by the customer.

VI Defect Warranty

- (3) We do not guarantee the concrete suitability of our products, for any intended concrete customer purpose. Brochures, guidelines and other descriptions or recommendations are compiled upon our latest knowledge and practical experiences. They are however not binding. In any case should the customer test himself the concrete suitability for his concrete purpose intended. A warranty on our part is expressively excluded.

- (2) The customer is fully aware of the fact that our adhesive tapes and glue products are of limited shelf life and storage condition due to their composition. In principle, there is no guarantee for the use or sale of our products after their relative shelf life and storage condition.
- (3) Subject to § 377 paragraph 5 HGB provide upon notices of defect that the customer has inspected the goods immediately upon receipt and if any defects were noticeable they would be reported immediately. If the customer fails to file a report, the goods are considered as accepted, unless there is a fault which was not noticeable while being inspected. If such a fault is recognized later a pertaining report must be made up immediately; otherwise the goods are considered accepted even with this particular fault. To maintain the customer's rights, a timely report is sufficient.
- (4) In cases of faulty delivery, the customer has the right to demand subsequent compliance either by removal of the faulty goods or delivery of new faultless items. In case of a fault removal, we are obliged to bare any required expenditures for the purpose of fault removal, particularly transport, working and material costs in as much as they would not increase due to the transport to somewhere else than the place of performance.
- (5) Upon failure of subsequent compliance, the customer may choose between cancellation or reduction.
- (6) We accept liability on the basis of legal allocations if the customer demands a claim of compensation based on wilfully or gross negligence, wilful or gross negligence by our representatives or persons employed. If we can not be blamed for any wilful breach of contract, claim for compensation is limited to the predictable and typical damage.
- (7) We are liable in accordance with legal regulations if we have culpably violated a significant contract obligation; in which case however liability is limited to the predictable and therefore typical damage.
- (8) Liability due to culpable damage to life, body or health will remain untouched and is also valid for the compelling liability according to the product liability law.
- (9) If nothing of dissent has been agreed upon, liability is excluded.
- (10) Term of limitation for notice of defect is 12 months after passing of risk.

VII Total Liability

- (1) Additional liability for claim of damage as foreseen in cipher IV is eliminated – inconsiderate of the prevailing appeal for claim. This is particularly valid for claims blamed out of final agreement, other breach of trust or due to claims for replacement in accordance with § 823 BGB.
- (2) Limitation as in paragraph (1) becomes also valid if the customer files for the replacement of useless expenditures instead of a claim for replacement.
- (3) As far as a claim for damage liability versus us is eliminated or limited, it is also valid in view of a personal claim for damage versus our employees, staff, representatives and persons employed by us.

VIII Conditional sales insurance

- (1) We reserve the right on the goods until all payments concerning the business relations with customers have been received. Upon customer's contrary to contract conduct, in particular when default in payment, we have the right to confiscate the goods. Revocation of the goods is also considered as contract resignation. After revocation of the goods we are authorized to their exploitation whereby the proceeds will be deducted from the customer's liability minus the appropriate exploitation costs.
- (2) The customer is obligated to handle the goods with care; he is particularly obligated to have the goods sufficiently insured for new value against damages caused by fire, water or theft.
- (3) Upon impounds of property or other infringements by third parties, the customer is obligated to inform us immediately in writing, thus giving us the chance to file our claim in accordance with § 771 ZPO. In as far as the third party is not in the position to reimburse us for the legal and court fees in accordance with § 771 ZPO, the customer will then accept liability for our financial loss.
- (4) The customer is entitled to continue the sale of goods in an orderly business procedure; although he is obligated to assign any proceeds out of these sales over to us in order to settle our claims in the amount of the total invoice (incl. VAT), independent of the fact whether the goods have been sold prior or after their processing. The customer's direct debit authorization remains even after its assignment. Nevertheless, our right of direct debit authorization remains untouched. We are committed however, not to collect our claims as long as the customer follows his obligation to pay his debts out of the revenues he gained and has not in particular opened conciliation proceedings, insolvency or suspension of payment. In the latter case we demand that the customer informs us of such assignments and debtors with the appropriate case files, while the third party is informed accordingly.
- (5) Processing of goods or reconstruction of the same by the customer is always done for us. If the goods are processed with other not by us owned material, we will acquire the co-ownership on this new item in the proportion of the good's value (total invoice value, incl. VAT) and the other processed items at the time of processing. The same regulation becomes valid for items created by the processing and for goods delivered under the reservation clause.
- (6) If the goods are inseparable mixed with other items, not owned by us, we will become joint owner of the new item in proportion of the good's value (total invoice value, incl. VAT) and the other mixed items at the time of mixing. If the mixing is handled as main object for the customer, a prorate ownership is transmitted to us. The customer holds the so created sole ownership or co-ownership for us.
- (7) The customer will also transmit the claims to secure our claims against him, which may have grown due to a connection of the goods with a plot against a third party.
- (8) We are obligated to release the securities to which we are entitled upon customer's request to an extent by which the viable value of our securities of the claims to be secured do not increase 10%; the selection of the securities to be released is incumbent by us.

IX Jurisdiction – Place of Performance – Closing Stipulations

- (1) If the customer is a merchant, jurisdiction is the location of our business although we have the legitimate right for action against the customer at jurisdiction of his location.
- (2) The law of the German Republic is valid; validity of UN-purchase right is excluded.
- (3) If not otherwise stated in the order confirmation, our business location is the place of performance.