

General Terms and Conditions of PACKWERT GmbH for the Procurement of Services

This English version is a convenience translation of the German original ("Allgemeine Geschäftsbedingungen der PACKWERT GmbH für die Bestellung von Leistungen", version December 2023). In the event of any discrepancy, the German version shall prevail.

I. Scope of Application

1. The following General Terms and Conditions ("GTC") apply to all orders for services we place with businesses ("Suppliers"). They also apply to all future contracts with the Supplier, even where we do not expressly refer to these GTC when placing an order.
2. These GTC apply only to entrepreneurs within the meaning of section 14 of the German Civil Code (BGB) and to legal entities under public law.
3. Deviating provisions in the Supplier's terms and conditions shall apply only to the extent that we have expressly agreed to them.
4. Oral agreements made before, upon or after conclusion of the contract must be in written form to be effective. This also applies to any waiver of this written form requirement.

II. Orders, Scope

1. Our orders are binding on the Supplier.
2. The quantities specified in our order are binding. We shall not remunerate any excess quantities, even where they arise for production-related reasons. Drafts form part of the scope of delivery and shall not be remunerated separately.
3. We are entitled to require changes to the ordered services after conclusion of the contract, provided such changes are reasonable for the Supplier. If costs increase or decrease as a result, we shall agree an appropriate arrangement with the Supplier by mutual consent. If no agreement is reached within a reasonable period, we are entitled to make a determination at our equitable discretion, which shall be subject to judicial review.

III. Deadlines, Delivery, Passing of Risk

1. Agreed delivery times and delivery periods are binding. If a delay in delivery becomes likely, the Supplier must notify us without undue delay.
2. The Supplier shall dispatch the ordered items at its own cost and risk to the address specified as the place of performance.

IV. Scope of Services, Acceptance

1. Contractual services relating to the design or production of advertising materials must solve the task set, comply with the templates provided and the instructions given, reflect the current state of the art and comply with the applicable legal provisions. Their quality must correspond to the standard of the work samples the Supplier presented to us before the order was placed.
2. The Supplier is obliged to draw our attention to any recognisable legal concerns regarding the commissioned advertising measures.
3. Where a specific work result, i.e. an identifiable work, is owed within the scope of the agreed activity, we are obliged to accept it. Acceptance shall be deemed to have taken place if we neither declare nor refuse it after the Supplier has made the work available for acceptance, has notified us that it is ready for acceptance and has referred to this consequence in the notification.

V. Copyright and Rights of Use

1. We and the Supplier agree that we are to be placed in a position to use and exploit, in the most comprehensive manner conceivable, all work results — such as drafts, drawings, print templates, texts, concepts, ideas etc. (hereinafter "Work Results") — produced by the Supplier in performance of the order.
2. The Supplier grants us, as an exclusive right, all transferable copyright and other rights of use for the publication, reproduction and exploitation of the Work Results. The rights are granted without restriction as to time, territory, purpose of use or in any other respect. They include the right to modify the Work Results and the right to transfer

or sub-license them to third parties. The transfer and grant of rights also extends to as yet unknown types of use.

3. The Supplier warrants that the Work Results supplied by it are free of third-party rights that could conflict with the transfer of rights or the use of the Work Results.
4. Should a third party assert an infringement of its rights against us or one of our customers in connection with the use or exploitation of the Work Results, the Supplier is obliged, within a reasonable period, either to modify the Work Results so that no third-party rights are infringed or to obtain the necessary rights from the third party at its own cost. After expiry of that period, we are entitled to make the modifications ourselves or have them made by third parties at the Supplier's cost, or to obtain the necessary rights from the rights holder ourselves at the Supplier's cost. In such a case the Supplier is further obliged to indemnify us against all third-party claims and to reimburse all costs we incur in defending our rights.

VI. Prices, Payment

1. The agreed price must not be exceeded. It includes all levies, costs and fees incurred by the Supplier (e.g. for transport, packaging, the German Artists' Social Security Fund (Künstlersozialkasse), collecting societies, customs duties etc.).
2. We owe no remuneration for pitches, presentations, negotiations or the preparation of offers and projects, unless expressly agreed otherwise.
3. We shall make payment within 14 days of invoicing with a 3% early payment discount, or within 30 days net.
4. Should we fall into default of payment, we shall owe default interest only at a rate of 3 percentage points above the base rate.

VII. Warranty, Default

1. In the event of defects in the items owed, we are entitled to the statutory warranty claims in full.
2. Notices of defects on our part are deemed timely if we raise them with the Supplier within ten working days of discovery of the defect in the ordinary course of business. This also applies to obvious defects. No waiver of a notice of defects may be inferred from any payment on our part.
3. The right to choose the type of subsequent performance rests with us, including in the case of a contract for work. Subsequent performance shall be deemed to have failed after the first unsuccessful attempt.
4. We are entitled, after the unsuccessful expiry of a reasonable period we have set for subsequent performance, to remedy a defect in the delivered Work Result or the created work ourselves and to demand reimbursement of the necessary expenses. The statutory provision on self-remedy in contracts for work (section 637 BGB) applies accordingly to all other contracts we have concluded with the Supplier. We shall set the period for subsequent performance so that, if subsequent performance fails, we can still place the order elsewhere and thereby safeguard compliance with follow-on deadlines.
5. If the Supplier defaults on its obligations, we are entitled to claim a contractual penalty of 0.1% of the net order value for each working day by which the deadline is exceeded. If the default affects only a partial performance and the usability of the part already delivered is not impaired, the contractual penalty shall be calculated only on the basis of that partial performance. The contractual penalty shall not exceed 5% of the net order value in total. The Supplier remains free to prove that no loss, or a lesser loss, has arisen as a result of the default. Statutory claims accruing to us as a result of the default remain unaffected by this provision; however, the contractual penalty shall be credited against damages claims. We may claim the contractual penalty up until final invoicing, even if we did not expressly reserve the right to do so when accepting performance.

VIII. Liability

1. The Supplier's liability is governed by the statutory provisions.
2. In the event of a slightly negligent breach of our obligations, we shall be liable only where material contractual obligations (cardinal obligations) are breached. Cardinal obligations are obligations whose fulfilment is a prerequisite for the proper performance of the contract in the first place and on whose observance the Supplier may regularly rely.
3. We accept no liability for the negligent or slightly negligent breach of obligations that are not cardinal obligations. This does not affect our liability for personal injury, our liability in the event of fraudulent concealment of defects or the assumption of a guarantee, or our liability under the German Product Liability Act (Produkthaftungsgesetz).

4. Our liability is limited to the foreseeable loss typical of this type of contract at the time the contract was concluded.
5. The above limitations of liability also apply to the liability of our vicarious agents and to the personal liability of our corporate bodies, employees, other representatives and third parties whom we engage for the performance of the contract and who are subject to our instructions.
6. The above provisions do not entail any change in the burden of proof to the Supplier's detriment.

IX. Acquisition of Title, Safekeeping, Backup, Right of Retention

1. We acquire title to all Work Results created for us by the Supplier on the basis of our orders upon payment of the remuneration. From that point in time the Supplier holds the items in safekeeping for us. We may demand surrender of these items at any time.
2. Should the Supplier involve third parties in the creation of the Work Results, it shall ensure by appropriate contractual arrangements that we acquire title to the Work Results in accordance with paragraph 1.
3. The Supplier shall create a backup copy of every file relating to the Work Results on a separate data carrier and store it separately from the primary data carrier. The Supplier shall surrender the backup copy to us on request.
4. Items we make available to the Supplier remain our property. The Supplier may use them only to perform the contractually owed services. It shall store the items with due care and surrender them to us on request.
5. The Supplier is not entitled to assert rights of retention against us in respect of items it is required to surrender to us.

X. Confidentiality

1. The Supplier shall treat as strictly confidential all information it receives in the course of the contractual relationship. This also applies to the period after termination of the contractual relationship, and also where the contractual services are ultimately not performed.
2. The Supplier is obliged to impose this confidentiality obligation contractually on its employees and on third parties involved in the performance of the contractual relationship, in order to safeguard confidentiality.
3. The above confidentiality obligation does not apply where the Supplier is required to disclose the information pursuant to an enforceable administrative or judicial decision or by operation of law. In such a case the Supplier must inform us in writing of the impending disclosure before it takes place, so that we have the opportunity to take timely legal action against the disclosure.
4. The Supplier may use copies of the Work Results for its own advertising purposes only with our written consent. Disclosure of the contractual relationship with us and our customers as a reference by the Supplier is permitted only with our written consent.

XI. Assignment, Set-off, Right of Retention

1. The Supplier is not entitled to assign claims against us arising from this contract to third parties without our consent.
2. Set-off or the assertion of rights of retention by the Supplier is permitted only with counterclaims arising from the same contractual relationship, and only to the extent that such counterclaims have been acknowledged by us or established by final and binding judgment.

XII. Place of Performance, Governing Law, Jurisdiction

1. The place of performance for all obligations arising from the contract is our registered office.
2. The law of the Federal Republic of Germany applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
3. The place of jurisdiction for all disputes between us and the Supplier is Cologne. At our option, we are also entitled to bring proceedings against the Supplier at its place of business.

Version: December 2023

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I. Scope of Application

1. The following General Terms and Conditions ("GTC") apply to all our offers, deliveries and services provided to business customers ("Customers"). They also apply to all future contracts with the Customer, even where we do not expressly refer to these GTC upon conclusion of the contract.
2. These GTC apply only to entrepreneurs within the meaning of section 14 of the German Civil Code (BGB) and to legal entities under public law.
3. Deviating provisions in the Customer's terms and conditions shall apply only to the extent that we have expressly agreed to them.
4. Oral agreements made before, upon or after conclusion of the contract must be in written form to be effective. This also applies to any waiver of this written form requirement.

II. Orders, Conclusion of Contract

1. Our offers constitute mere invitations to submit offers (orders). They are non-binding and subject to change unless we expressly designate them as binding in writing. As a matter of principle, they do not include any guarantee of characteristics.
2. Orders placed by the Customer constitute legally binding offers. The Customer is bound by its offer for seven days. An effective contract comes into existence at the earliest upon our written order confirmation.

III. Deadlines, Default, Passing of Risk

1. Delivery times and delivery periods stated by us are, as a matter of principle, non-binding indications only. This does not apply where an express agreement to the contrary has been made.
2. In the case of a binding delivery date, we shall not be in default where we are not responsible for the delay, e.g. in cases of force majeure etc., or where the Customer fails to perform necessary acts of cooperation.
3. Dispatch of the items created by us takes place at the Customer's request and risk.
4. The risk of loss (including accidental loss) of the ordered items passes to the Customer upon their handover to the transport provider. This also applies where we use our own transport personnel.

IV. Scope of Services

1. The scope of our services and the remuneration owed by the Customer follow from our service description, which forms part of the order. Where no specific remuneration has been agreed for a service, the prices in our price list valid at the time the order is placed shall apply.
2. We are entitled to engage third parties, e.g. as subcontractors, in performing the owed activities.
3. We are not obliged to review the services to be provided by us for their legal permissibility. Nor are we obliged to verify the accuracy of the information provided and the documents submitted by the Customer.
4. We have performed our services in accordance with the contract even where they are not registrable or protectable, e.g. with regard to patents, trade marks, designs or copyright.
5. We are not obliged to hand over data, files or data carriers.

V. Copyright and Rights of Use

1. All work results created by us — such as drafts, drawings, print templates, concepts, ideas etc. — are protected. The work results created by us may be neither edited nor modified in substance without our express consent; any partial or complete imitation of our work results is impermissible.
2. Work results that we present in pitches or as drafts must be treated as confidential. They may not be used in any other way.

3. We grant the Customer the rights of use in our work results required for the respective purpose of the contract.
Unless otherwise agreed, we grant, as a matter of principle, a non-exclusive right of use limited to the territory of the Federal Republic of Germany.
4. Any transfer of rights of use by the Customer to third parties requires our written consent.
5. All rights of use pass to the Customer only upon full payment of the remuneration.
6. We may publish the work results developed by us in whole or in part, deploy them for third parties and use them for our own self-promotion.

VI. Prices, Payment, Customer Default

1. Our prices are net prices, to which value added tax at the applicable statutory rate is to be added.
2. Packaging and shipping costs are borne by the Customer as a matter of principle. We invoice these separately.
3. Our payment claims fall due immediately upon invoicing, without any deduction. If the Customer defaults on the performance of its obligations, we are entitled, without further reminder, to claim default interest at a rate of 10 percentage points above the base rate. The right to claim further damages remains unaffected.
4. We are entitled to invoice the Customer for partial performances. Partial performances need not be in a form usable by the Customer and may also exist merely as working material on our side. We are further entitled to demand advances from the Customer for third-party services.
5. Fees and levies payable to collecting societies or the German Artists' Social Security Fund (Künstlersozialkasse) are borne by the Customer.

VII. Warranty

1. We are liable for defects in our services on the basis of the statutory provisions, unless otherwise provided in the following provisions.
2. Should defects exist, the Customer must notify us of them in writing without undue delay. Failing this, the assertion of warranty claims is excluded.
3. The risk of the legal permissibility of the measures developed and implemented by us is borne by the Customer.
This applies in particular where the actions and measures infringe provisions of competition law, copyright law or other statutes with an advertising dimension. We are obliged to point out legal risks only insofar as we become aware of them in the course of our work.
4. The Customer may claim damages only in accordance with clause VIII.

VIII. Liability

1. We are liable without limitation for intent and gross negligence.
2. In the event of a slightly negligent breach of material contractual obligations (cardinal obligations), our liability is limited to the foreseeable loss typical of this type of contract at the time the contract was concluded. Cardinal obligations are obligations whose fulfilment is a prerequisite for the proper performance of the contract in the first place and on whose observance the Customer may regularly rely.
3. We accept no liability for the negligent or slightly negligent breach of obligations that are not cardinal obligations.
This does not affect our liability for personal injury, our liability in the event of fraudulent concealment of defects or the assumption of a guarantee, or our liability under the German Product Liability Act (Produkthaftungsgesetz).
4. The above limitations of liability also apply to the liability of our vicarious agents and to the personal liability of our corporate bodies, employees, other representatives and third parties whom we engage for the performance of the contract and who are subject to our instructions.
5. The above provisions do not entail any change in the burden of proof to the Customer's detriment.

IX. Indemnification, Costs of Legal Review

1. If a measure developed by us is challenged by a third party and claims are asserted against us as a result, the Customer shall indemnify us against such third-party claims where we acted at the Customer's express request even though we had communicated to the Customer our concerns regarding the permissibility of the measures.
2. If we consider a competition-law review of a measure to be carried out by a particularly knowledgeable person or institution to be necessary, the Customer shall bear the costs incurred, following consultation with us.

X. Retention of Title

All items delivered by us remain our property until full payment of all claims arising from the business relationship with the Customer. This also applies where the Customer makes payments towards specifically designated claims.

XI. Refusal of Performance, Unjustified Termination by the Customer

1. If the Customer definitively refuses performance of the contract or acceptance of the contractual services, or terminates the contract without justified grounds, we are entitled to demand the agreed remuneration; however, we must allow to be credited what we save in expenses as a result of the termination or maliciously fail to earn through other use of our labour.
2. Where the conditions of paragraph 1 are met, we are also entitled to claim damages for non-performance in the amount of 25% of the agreed remuneration. In that case the Customer remains free to prove that we suffered no loss at all or a substantially lesser loss.
3. We reserve the right to claim a higher loss where we can prove it.

XII. Termination of Contracts of Indefinite Duration

1. Where the contract is concluded for an indefinite period, either party may terminate it on three months' notice to the end of a calendar month.
2. The right to terminate without notice for good cause remains unaffected.

XIII. Assignment, Set-off, Right of Retention

1. The Customer is not entitled to assign claims against us arising from this contract to third parties without our consent.
2. Set-off or the assertion of rights of retention by the Customer is permitted only with counterclaims that have been acknowledged or established by final and binding judgment.

XIV. Place of Performance, Governing Law, Jurisdiction

1. The place of performance for all obligations arising from the contract is our registered office.
2. The law of the Federal Republic of Germany applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
3. The place of jurisdiction for all disputes between us and the Customer is Cologne. At our option, we are also entitled to bring proceedings against the Customer at its place of business.

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