

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 July 2026). In the event of any discrepancy, the German version shall prevail (clause XIII.4).

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. This also applies where we accept or pay for the Supplier's performance without reservation in the knowledge of conflicting terms.
4. Amendments and supplements to the contract, as well as side agreements, require text form (section 126b BGB); email suffices. Individually negotiated agreements take precedence in every case (section 305b BGB), irrespective of the form in which they are made. The version of these GTC that is decisive is the dated version valid at the time the contract is concluded and available on our website.

II. Orders, Scope

1. We remain bound by our orders for ten working days from receipt. The Supplier must confirm the order in text form within that period. The contract comes into existence on these terms when the Supplier confirms the order or begins to perform it.
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. For the contractual penalty applicable where binding deadlines are exceeded, see clause VII.5.
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, within ten working days of receipt of the notification, we neither declare acceptance nor refuse it without stating defects, 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. Acceptance shall be declared in text form.

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, and to be able to grant the rights required for this purpose to our customers and to third parties designated by them.
2. The Supplier grants us, as an exclusive right, all transferable copyright and other rights of use for the publication, reproduction, distribution, making available to the public, adaptation and other 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 (sections 34, 35 of the German Copyright Act (UrhG)). The transfer and grant of rights also extends to as yet unknown types of use; vis-à-vis authors within the meaning of section 31a UrhG, this applies only where the form prescribed there is observed. The Supplier consents to the Work Results being intended for a brand or other distinctive sign or a design of ours or of our customers (section 40a(3) UrhG).
3. Where the Supplier uses third-party material to create the Work Results (e.g. stock photography, illustrations, fonts), it must acquire the necessary rights to the extent underlying the ordered service. Unless expressly provided otherwise in the order, an extended licence must be acquired for image material, permitting use unlimited in time and territory as well as use by third parties engaged by us or by our customers. On request, the Supplier shall provide us with the licence terms and proof of licence (including any required consents of depicted persons and of the rights holders of depicted objects).
4. 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.
5. 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. We shall inform the Supplier of any claim without undue delay, give it the opportunity to comment and shall not make any acknowledgements or settlements without its consent, unless we are legally obliged to do so.

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, collecting societies, customs duties etc.). Any artists' social security contribution (Künstlersozialabgabe) that becomes payable shall be paid by us as the exploiting party in addition and shall not be set against the Supplier's remuneration (section 36a of the German Artists' Social Security Act (KSVG)).
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.

VII. Warranty, Default, Contractual Penalty

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 a bindingly agreed deadline, we may claim a contractual penalty of 0.1% of the net remuneration actually invoiced for the delayed performance for each working day by which the deadline is exceeded; if no invoice is issued, the net remuneration agreed for that performance shall be decisive. 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 that net remuneration in total. The Supplier remains free to prove that no loss, or a substantially lesser loss, has arisen. The contractual penalty shall be credited against damages claims; statutory claims otherwise remain unaffected. We must reserve the right to the contractual penalty upon acceptance of the performance (section 341(3) BGB). This provision does not apply to orders with a net order value below EUR 5,000.

VIII. Liability

1. The Supplier's liability is governed by the statutory provisions.
2. We are liable without limitation for intent and gross negligence, for damage arising from injury to life, body or health, in the event of fraudulent concealment of a defect, upon assumption of a guarantee, and under the German Product Liability Act (Produkthaftungsgesetz).
3. In the event of a slightly negligent breach of material contractual obligations, our liability is limited to the foreseeable loss typical of this type of contract at the time the contract was concluded. Material contractual 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 regularly relies and may rely.
4. In all other respects, our liability for slight negligence is excluded.
5. The above limitations also apply in favour of our legal representatives, employees and vicarious agents.
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. The safekeeping and backup obligations under paragraphs 1 and 3 apply for a period of two years from delivery; thereafter the Supplier may offer to surrender the items and files to us or, after prior notice in text form and subject to a four-week period, destroy or delete them.
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 in respect of items it is required to surrender to us, to the extent such rights are based on counterclaims arising from other contractual relationships.

X. Confidentiality

1. The Supplier shall treat as strictly confidential all information it receives in the course of the contractual relationship. This applies in particular to information concerning as yet unpublished products, packaging and ranges of our customers. The obligation also applies to the period after termination of the contractual relationship, and also where the contractual services are ultimately not performed. The protection of trade secrets under the German Trade Secrets Act (GeschGehG) remains unaffected.
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 to information that is publicly known or becomes publicly known without breach of this obligation, nor where the Supplier is required to disclose the information pursuant to an enforceable administrative or judicial decision or by operation of law. In the latter case the Supplier must inform us in text form 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 consent in text form. Disclosure of the contractual relationship with us and our customers as a reference by the Supplier is permitted only with our consent in text form.
5. The Supplier warrants that it will grant its employees and the employees of any subcontractors it engages at least the statutory minimum wage and the working conditions owed under the German Posted Workers Act (AEntG), and that it will impose corresponding obligations on the subcontractors it engages. It shall indemnify us against any claims under section 13 of the German Minimum Wage Act (MiLoG) and section 14 AEntG, including the costs of legal defence. On request, it shall provide evidence of compliance in text form.

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. Section 354a of the German Commercial Code (HGB) remains unaffected.
2. Set-off by the Supplier is permitted only with counterclaims that have been acknowledged or established by final and binding judgment, or with counterclaims arising from the same contractual relationship. The Supplier may assert rights of retention only on the basis of counterclaims arising from the same contractual relationship; clause IX.5 remains unaffected.

XII. Data Protection

1. We process personal data of the Supplier and its contact persons in accordance with our privacy notice, available on our website (Art. 6(1)(b) and (f) GDPR). Where the Supplier processes personal data on our behalf, the parties shall conclude a data processing agreement pursuant to Art. 28 GDPR before processing begins.

XIII. Place of Performance, Governing Law, Jurisdiction, Language, Final Provisions

1. The place of performance for all obligations arising from the contract is our registered office, unless a different place of performance is specified in the order.
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) and to the exclusion of the rules of private international law insofar as they would lead to the application of a different law.
3. The exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship is Cologne, provided the Supplier is a merchant, a legal entity under public law or a special fund under public law, or has no general place of jurisdiction in the Federal Republic of Germany. We are additionally entitled to bring proceedings against the Supplier at its general place of jurisdiction. Mandatory statutory jurisdictions remain unaffected.
4. The language of the contract and of negotiations is German. Translations of these GTC into other languages are for information purposes only; in the event of discrepancies between the language versions, the German version alone shall prevail.
5. Should individual provisions of these GTC be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected.

Version: July 2026

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

This English version is a convenience translation of the German original ("Allgemeine Geschäftsbedingungen der PACKWERT GmbH für die Erbringung von Leistungen", version July 2026). In the event of any discrepancy, the German version shall prevail (clause XVII.4).

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. This also applies where we perform the services without reservation in the knowledge of conflicting terms.
4. Individually negotiated agreements — including the service description in the offer and any price lists, framework and process agreements referred to therein — take precedence over these GTC in every case (section 305b BGB), irrespective of the form in which they are made. Amendments and supplements to the contract, as well as side agreements, require text form (section 126b BGB); email suffices. The version of these GTC that is decisive is the dated version valid at the time the contract is concluded and available on our website.
5. In the event of contradictions, the following order of precedence applies: (1) the individual agreement in the order or in our order confirmation, (2) a special price list agreed for the business relationship or bindingly prescribed by the Customer or by a third party in the Customer's contractual chain, (3) our general price list, (4) these GTC. Paragraph 4 remains unaffected.

II. Offers, Conclusion of Contract

1. Our offers are binding for the acceptance period stated in the offer; where no period is stated, the acceptance period is 30 days from the date of the offer. Thereafter they are non-binding. They do not include any guarantee of characteristics. Quantities stated in offers are estimates; invoicing is governed by clause VII.4.
2. The contract comes into existence when the Customer accepts our offer by signing and returning it or by confirmation in text form (e.g. by email), when we confirm an order of the Customer in text form, or when we begin to perform the agreed services.

III. Dates, Default, Passing of Risk

1. Stated delivery and performance dates are binding only where they are expressly designated as binding. Otherwise they are estimated dates; we shall give notice of foreseeable delays without undue delay. Binding dates presuppose the timely fulfilment of the Customer's cooperation obligations (clause V.).
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.

IV. Scope of Services

1. Work results within the meaning of these terms are all results of our activity, in particular drafts, drawings, final artwork, print templates, image data, texts, concepts and presentations. 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; we shall make this price list available to the Customer in text form on request. Where a special price list has been agreed for the business relationship or has been bindingly prescribed by the Customer or by a third party in whose contractual chain the services are provided (e.g. a retail group), that price list shall apply.

2. We are entitled to engage third parties, e.g. as subcontractors, in performing the owed activities.
3. 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.
4. We owe the handover of the output files specified in the service description (e.g. PDF files). Unless expressly agreed otherwise, our data are intended for further processing by the prepress department (reprographics) of the respective production site; the final print-related preparation and checking (e.g. separation, trapping, adaptation to the specific printing condition and printing process) is the responsibility of the production site or of the service provider engaged for this purpose. We owe a production-ready final version only where this has been expressly agreed. A claim to the surrender of open working files (layout, source and working files including layer structure) exists only where this has been expressly agreed and remunerated.

V. Customer Cooperation, Approvals, Colour and Display Bindingness

1. The Customer shall provide us with all information, documents and materials required for the performance of the services (e.g. texts, product data, declaration and nutritional information, image material, style guides, technical specifications) in good time, completely and in usable form, and shall designate a contact person with decision-making authority. The Customer shall grant required approvals within a reasonable period.
2. If performance is delayed due to omitted or delayed cooperation, agreed dates shall be postponed accordingly; we may additionally charge for any resulting extra work at the agreed rates. If a project is dormant for more than six months for reasons for which the Customer is responsible, we are entitled to invoice the services performed up to that point.
3. Approval, Approval Version: Before production or data handover, we present the Customer with the current working status for approval (approval document, generally as a PDF file). The approval is the Customer's declaration that the data status presented to it corresponds to the order and may be produced or passed on. It may be declared via our approval system, via a third-party approval system prescribed by the Customer, or in text form (e.g. by email). Decisive is solely the data status provided by us in the version designated by us ("Approval Version"); we document the version, the time and the approving person and keep the Approval Version available for retrieval for the duration of the warranty period. Where approval is given via a system of a third party prescribed by the Customer or within the Customer's contractual chain, we are not responsible for that system's functions, documentation, display or availability; in that case our documentation is limited to the data we have submitted and the evidence accessible to us. Silence or inaction on the part of the Customer shall not be deemed approval. The Customer shall designate to us the persons authorised to grant approval; where a designated person, or a person acting via an access of an approval system assigned to the Customer, declares approval, we may rely on that person's authority unless we know that such authority is lacking.
4. Review by the Customer: Before granting approval, the Customer shall review the approval document for the accuracy and completeness of its content, in particular texts and spelling, declaration, nutritional, allergen, origin and mandatory information, seals and certifications, barcodes and GTIN, language versions, quantity, measurement and weight information, and the assignment to variety, variant and range. The Customer shall review in an environment suitable for this purpose; suitable is, in particular, viewing the PDF file in a PDF application with output preview or overprint preview activated ("simulate overprinting") at a zoom level of at least 100%, including the review of spot colours, white and varnish applications, transparencies and layers, and — where necessary for the assessment — review on the basis of a printout. If a suitable review environment is not available to the Customer, or if it is otherwise unable to make an assessment, it shall inform us before granting approval; we shall then provide it with a suitable review document (e.g. printout, proof or joint review), the costs of which shall be borne by the Customer unless included in the service description. The Customer shall communicate change requests in text form; after every change, approval must be granted anew.
5. Effect of Approval: By granting approval, the Customer approves the content of the Approval Version. The Customer shall have no claims for defects or damages in respect of a deviation where, cumulatively, the deviation (a) was already contained in the content of the Approval Version, (b) is based on specifications, materials or information of the Customer or on a text or design decision made or confirmed by the Customer, and (c) was obviously recognisable upon a review pursuant to paragraph 4. Not excluded are, in particular, claims in respect of deviations that were not recognisable upon a review pursuant to paragraph 4, claims arising from a breach of our obligations under paragraph 6, claims based on intent or gross negligence on our part, fraudulent concealment of a defect, the assumption of a guarantee, and the cases set out in clause X.1. Where a deviation results from our having implemented the Customer's specifications or information incorrectly, the Customer's rights remain unaffected; contributory negligence on the part of the Customer, in particular the omission of a

review pursuant to paragraph 4, shall be taken into account in accordance with section 254 BGB. No change in the burden of proof is associated with this paragraph.

6. Our Obligations: Irrespective of any approval, we owe (a) that the data handed over by us correspond, in content and design, to the last Approval Version; we may make technically necessary adjustments (e.g. final artwork, preflight corrections, specifications of the production site), shall communicate them and shall obtain renewed approval insofar as they affect content or appearance; (b) the technical checking of the handover data before handover in accordance with the agreed criteria and otherwise with the customary industry criteria (in particular PDF/X pursuant to ISO 15930 and the technical guidelines "MedienStandard Druck" of the German Printing and Media Industries Federation (bvdn), in the version applicable at the time the order is placed), within the scope of services owed under clause IV.4, as well as a final comparison of the handover data with the Approval Version; (c) the provision of the approval document in a reviewable format and notice of the settings required for accurate viewing pursuant to paragraph 4, which notice may be given generally in the approval document, in the approval notification or in the approval system; (d) notice of errors, inconsistencies or concerns regarding the Customer's specifications, materials and information that are known to us or that become apparent in the course of the checking owed under (b); a review of content or of compliance with labelling or competition law is owed only in accordance with clause IX.2.
7. Colour and Display Bindingness, Tolerances: Screen displays, previews generated by approval and data exchange systems, and soft proofs are not colour-binding. Colour-binding is solely an expressly agreed proof (digital proof pursuant to ISO 12647-7 in the version applicable at the time the order is placed) or a press-approved print sample, in each case with reference to the agreed printing condition; where no such proof or print sample has been agreed, no colour bindingness is owed. Customary, technically induced deviations do not constitute a defect; this applies in particular to colour deviations between screen display, proof and production run, and to material- and process-related tolerances, in each case insofar as they remain within the applicable industry standards (for colour deviations, in particular ISO 12647 in the version relevant to the respective printing process, or the agreed proof tolerance). Spot colours as well as white, metallic and varnish applications can be represented on screen and in proofs only approximately.
8. Display Deviations Outside Our Sphere: The characteristics owed are those of the content of the file provided by us, not of its display on the devices, in the applications and in the systems of the Customer or of third parties engaged by it. Where a deviation results exclusively from the fact that (a) fonts were not loaded, or were loaded or substituted incorrectly, in the viewing or output environment of the Customer or of a third party engaged by it, (b) viewing, colour or output settings were configured differently, in particular an output or overprint preview that was not activated, (c) an approval or data exchange system generates its own preview or converts data, or (d) the data status was changed after handover by the Customer or by third parties, our performance is not defective, provided the file provided by us does not contain the deviation and we are not responsible for it. Our obligations under paragraph 6 remain unaffected.
9. Production Without Approval; Acceptance: If the Customer requires production or data handover without complete approval, or contrary to our notice under paragraph 6(d), this shall be at the Customer's responsibility; we shall point this out to the Customer in advance and document the instruction. Clause X. remains unaffected. Approval of the last data status intended for handover to production shall be deemed acceptance of the relevant performance, provided the data handed over by us correspond to that Approval Version (paragraph 6(a)); section 640(3) BGB remains unaffected.

VI. Copyright and Rights of Use, Third-Party Material, AI-Assisted Creation

1. The work results created by us are protected insofar as they are capable of protection under copyright or otherwise. Irrespective of protectability, they may be used, as a matter of contract, only within the scope of the rights granted below. Work results that we present in pitches or as drafts must be treated as confidential; rights of use in them are granted only if a corresponding order comes into existence.
2. The scope of the rights of use granted (licence type) follows from the documents listed in clause I.5, in the order of precedence determined there. In those documents, the standard licence (paragraph 3) or the extended licence (paragraph 4) may be agreed — including on a per-item basis (e.g. design, photography, stock material). Where no licence type is specified, the standard licence applies. Where the service description shows that the work results are intended for sales markets outside the Federal Republic of Germany, the extended licence (paragraph 4) must be agreed and separately remunerated; absent such an agreement, use outside the Federal Republic of Germany is not permitted.

3. Standard Licence: We grant the Customer a non-exclusive right, unlimited in time and limited to the territory of the Federal Republic of Germany, to reproduce, distribute and make available to the public the work results for the contractually agreed purpose. A right to adapt the work results or to pass them on to third parties is included only insofar as the contractually agreed purpose so requires. There is no claim to the provision or passing on of open working files (clause IV.4).
4. Extended Licence: We grant the Customer a non-exclusive right of use, unlimited in time and territory, in the work results. It expressly includes (a) reproduction, distribution, making available to the public and exhibition, in particular on packaging, labels and displays as well as in print, digital, POS and moving-image media, (b) the right to adapt and rework the work results and to use them in other designs, and (c) the right to transfer the foregoing rights and to grant sub-licences — to the company or group of companies for whose products or (own-label) brands the design is intended according to the service description (even where this is not the Customer itself), to its group and country companies, and to other agencies, suppliers and service providers acting for the Customer or for that group of companies. Group of companies within the meaning of these terms means the company designated in the service description and the companies affiliated with it within the meaning of section 15 of the German Stock Corporation Act (AktG), including its country and regional companies. The rights under (a) to (c) are limited in substance to that group of companies and to the products or brands for which the design was created; they extend to further developments and range extensions of the same brand. Any use beyond this — in particular use for other brands of the group of companies, or the passing on of open working files within the meaning of clause IV.4 to other third parties for use outside this purpose — requires a separate agreement.
5. Exclusive Licence: Where expressly agreed, we grant the rights under paragraph 4 as an exclusive right of use. In that case, self-promotion under paragraph 9 also requires the Customer's prior consent, which may not be unreasonably withheld.
6. In the case of photography services performed or commissioned by us that are provided "including image licence/image rights" according to the service description, the licence agreed in each case covers the rights in the images created specifically for the order to the same extent. Third-party material is governed by paragraph 7. Types of use that are not designated in the service description and are not covered by the respective licence are not granted.
7. Third-Party Material: This paragraph takes precedence over paragraphs 3 to 6. Where third-party material is incorporated into the work results (in particular stock photography, illustrations, fonts, icons), the Customer acquires rights therein exclusively to the extent that the respective rights holder has granted rights to us and their passing on to the Customer is permitted; the applicable licence type of the third-party material (standard or extended third-party licence) follows from the service description; in case of doubt, the standard third-party licence applies. The extraction of individual image files from the work results for the creation of new designs by the Customer or by third parties is permitted only insofar as the respective third-party licence allows it; in case of doubt, it is not permitted. In that case, the third party concerned must license the material itself, or the Customer must commission a licence upgrade. We shall disclose the third-party material used and the applicable licence terms in text form — without being asked, at the latest upon delivery, in the case of the extended and the exclusive licence, and otherwise on request; the Customer is obliged to comply with those terms and to impose them on its own customers and service providers. If the available third-party licence is insufficient for the agreed use, we shall point this out to the Customer; the licence costs required for the extension shall be borne by the Customer unless otherwise agreed. Our font licences do not entitle the Customer to pass on font files; the Customer requires its own licence for its own further editing.
8. AI-Assisted Creation: In performing the services, we use AI-assisted tools at our own discretion, in particular for image editing and the generation of variants; no particular method of creation is owed. In doing so, we use only tools that exclude the processing of the Customer's confidential information for the provider's training purposes; beyond that, we do not enter the Customer's confidential information into third-party AI tools. In AI-assisted work results the Customer receives rights to the extent of the licence agreed in each case, insofar as rights exist in them and a grant of rights is permitted to us under the terms of the respective provider; content without a significant human creative contribution is not protected by copyright, so that no exclusivity can be conveyed in that respect. If the use of AI-assisted tools is to be excluded, this requires an agreement in text form before the order is placed.
9. Self-Promotion: We may use the work results developed by us for the purpose of self-promotion (e.g. references, portfolio, competitions) after their publication or market launch by the Customer, unless legitimate confidentiality interests of the Customer conflict with this or otherwise agreed. We do not use the designs developed for the

Customer for third parties; this does not affect the continued use of general design elements, techniques, tools, templates, processes and the know-how acquired in performing the order, provided no work results of the Customer are recognisably adopted in doing so.

10. Reservation of Rights: The grant of all rights of use is subject to the condition precedent of full payment of the remuneration owed for the respective order. Until then, we permit the Customer to use the work results on a revocable basis within the agreed scope; revocation is permitted only if the Customer is more than 30 days in default with a due payment and we have unsuccessfully set it a grace period of 14 days in text form, or if we withdraw from the contract pursuant to clause VII.7 or the contract is terminated for good cause. If the contract is terminated prematurely, the condition precedent is satisfied upon full payment of the remuneration owed under clause XII.; in that case the rights of use are limited to the work results produced up to termination.

VII. Prices, Payment, Customer Default, Payment Security

1. Our prices are net prices, to which value added tax at the applicable statutory rate is to be added. In the case of cross-border services within the European Union, the Customer is obliged to notify us of its valid VAT identification number before performance begins and to notify us of any changes without undue delay. If it transpires that the information provided was incorrect, or if the tax exemption or the reverse-charge mechanism is denied for reasons for which the Customer is responsible, the Customer shall reimburse us for the VAT incurred together with any interest and late-payment penalties; in that case we are entitled to correct the invoice accordingly.
2. Packaging and shipping costs are borne by the Customer unless otherwise agreed. We invoice these separately.
3. Our invoices are payable within 14 days of receipt of the invoice, without deduction. If the Customer is in default, we are entitled to claim default interest at the statutory rate (section 288(2) BGB) and the lump sum under section 288(5) BGB. The Customer shall further bear the costs of appropriate legal enforcement; the costs of an engaged debt collection service provider are reimbursable at most up to the amount of the remuneration a lawyer would be entitled to under the German Lawyers' Fees Act (RVG) (section 13e of the German Legal Services Act (RDG)). The lump sum under section 288(5) BGB shall be credited against this (section 288(5) sentence 3 BGB). The Customer remains free to prove that no loss, or a substantially lesser loss, has arisen; we reserve the right to claim further proven default loss.
4. Where the order is based on an agreed or prescribed price list with unit prices, invoicing shall be based on the services and quantities actually performed within the scope of the order at the agreed unit prices; quantities stated in the offer are estimates. Where the order is not based on such a price list, the agreed remuneration applies; we shall invoice additional services and additional quantities only after prior coordination in text form.
5. We are entitled to demand instalment payments in line with the progress of performance for the parts of the services performed in each case; decisive is the value of the services performed and owed under the contract. On request, we shall provide a statement enabling a swift and reliable assessment of the services. For orders with a duration of more than two months, we invoice monthly according to the state of performance. For third-party services (e.g. third-party licences, photo production, printing) we may demand advances.
6. Fees and levies payable to collecting societies are borne by the Customer insofar as they are stated in the service description.
7. If, after conclusion of the contract, circumstances become apparent that are liable materially to diminish the Customer's creditworthiness and that jeopardise payment of our claims (e.g. suspension of payments, an application for the opening of insolvency proceedings, substantial payment arrears owed to us, or a report from a credit agency indicating a substantial payment disruption), we are entitled to perform outstanding services only against advance payment or the provision of security and, if the Customer is not prepared to do so after a reasonable period has been set, to withdraw from the contract. Section 321 BGB otherwise remains unaffected.
8. We transmit invoices electronically. The Customer shall designate an email address or receiving interface for this purpose, maintain its readiness to receive and notify us of changes without undue delay. Insofar as invoices are not electronic invoices within the meaning of section 14(1) of the German VAT Act (UStG) (e.g. PDF files), the Customer consents to electronic transmission.

VIII. Warranty

1. We are liable for defects in our services on the basis of the statutory provisions, unless otherwise provided in this clause VIII. and in clauses IX. and X.

2. The Customer shall inspect the work results without undue delay after handover or provision (including in electronic form), at the latest within ten working days, and shall notify us of identified defects in text form. If the Customer fails to give timely notice of a defect that was identifiable upon proper inspection, it may not derive any rights from that defect insofar as the late notice has caused us additional expense or loss. For defects that were not identifiable, the notification obligation applies from discovery. Insofar as section 377 HGB applies, it remains unaffected; the statutory warranty rights otherwise remain unaffected. Approvals and their effect are governed by clause V.3 to V.9.
3. The Customer may claim damages only in accordance with clause X.

IX. Responsibility for Content, Labelling and Advertising Claims, Indemnification

1. Content-related information on packaging and advertising materials — in particular product, nutritional, allergen and origin information, environmental and sustainability claims (green claims), seals and certifications — is designed by us exclusively in accordance with the Customer's specifications and approvals. The Customer is responsible for its factual accuracy, substantiation and legal permissibility, in particular under competition law (including the provisions implementing Directive (EU) 2024/825 — "EmpCo"), food information law (FIC Regulation) and the respective national provisions of the sales markets. The risk of the legal permissibility of the information specified or approved by the Customer is borne by the Customer.
2. We owe a review of compliance with competition, labelling or food law only where this has been expressly agreed and is separately remunerated. If we become aware of legal concerns, we shall communicate them to the Customer. If we consider a review by a particularly knowledgeable person or institution to be necessary, we shall commission it only with the Customer's prior consent in text form; the costs shall be borne by the Customer.
3. The Customer shall indemnify us against third-party claims and — to the extent legally permissible — against fines that are based on information specified or approved by the Customer pursuant to paragraph 1, or on the fact that we acted at the Customer's express request even though we had communicated to it our concerns regarding permissibility. This does not apply insofar as we caused the infringement intentionally or by gross negligence. We shall inform the Customer of any claim without undue delay, give it the opportunity to comment and to assume the legal defence, and shall not make any acknowledgements or settlements without its consent, unless we are legally obliged to do so.
4. Where the work results are used abroad, the Customer is responsible for compliance with the labelling and advertising provisions applicable there; the choice of law under clause XVII.2 does not affect mandatory law of the respective sales market.

X. Liability

1. We are liable without limitation for intent and gross negligence, for damage arising from injury to life, body or health, in the event of fraudulent concealment of a defect, upon assumption of a guarantee, and under the German Product Liability Act (Produkthaftungsgesetz).
2. In the event of a slightly negligent breach of material contractual obligations, our liability is limited to the foreseeable loss typical of this type of contract at the time the contract was concluded. Material contractual 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 regularly relies and may rely.
3. In all other respects, our liability for slight negligence is excluded.
4. The above limitations also apply in favour of our legal representatives, employees and vicarious agents.
5. The above provisions do not entail any change in the burden of proof to the Customer's detriment.

XI. Retention of Title

1. 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.

XII. Termination by the Customer

1. If the Customer terminates the contract without our having given cause for termination, or definitively refuses acceptance of the contractual services, we retain the claim to the agreed remuneration. We must, however, allow to be credited what we save in expenses as a result of the termination or acquire, or maliciously fail to acquire, through other use of our labour.

2. For the part of the remuneration attributable to services not yet performed, we may instead claim a lump sum of 10%. The Customer remains free to prove that we are entitled to no claim or to a substantially lesser claim; we reserve the right to prove a higher claim under paragraph 1.
3. The right of both parties to terminate for good cause (section 648a BGB, section 314 BGB) remains unaffected.

XIII. 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.

XIV. Confidentiality

1. Each party shall treat as confidential the confidential information of the other party that becomes known to it in the course of the cooperation; this applies in particular to information concerning as yet unpublished products, packaging, ranges and terms. Each party may pass on confidential information to employees, subcontractors, advisers and affiliated companies who need it for the performance of the contract and who are bound to confidentiality to the same extent. The obligation does not apply to information that is publicly known, was developed independently or must be disclosed pursuant to statutory obligations. It applies for a period of three years after the end of the respective order; the protection of trade secrets under the German Trade Secrets Act (GeschGehG) remains unaffected without limitation in time.

XV. 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. Section 354a HGB remains unaffected.
2. Set-off by the Customer is permitted only with counterclaims that have been acknowledged or established by final and binding judgment, or with counterclaims arising from the same contractual relationship. The Customer's right of retention on the basis of counterclaims arising from the same contractual relationship remains unaffected.

XVI. Data Protection

1. We process personal data in accordance with our privacy notice, available on our website. Where we process personal data on the Customer's behalf, the parties shall conclude a data processing agreement pursuant to Art. 28 GDPR; that agreement takes precedence over these GTC. The Customer is responsible for the permissibility of depicting persons and for obtaining the required consents and model releases, insofar as it provides the material or specifies the selection. To secure our payment claims, we may obtain credit reports where we have a legitimate interest (Art. 6(1)(f) GDPR); details and the categories of recipients are set out in our privacy notice.

XVII. Place of Performance, Governing Law, Jurisdiction, Language, Final Provisions

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) and to the exclusion of the rules of private international law insofar as they would lead to the application of a different law.
3. The exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship is Cologne, provided the Customer is a merchant, a legal entity under public law or a special fund under public law, or has no general place of jurisdiction in the Federal Republic of Germany. We are additionally entitled to bring proceedings against the Customer at its general place of jurisdiction. Mandatory statutory jurisdictions remain unaffected.
4. The language of the contract and of negotiations is German. Translations of these GTC into other languages are for information purposes only; in the event of discrepancies between the language versions, the German version alone shall prevail.
5. Should individual provisions of these GTC be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected.

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