

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to the following IMPRESS subsidiaries:

- **Impress diseño Iberia, S. A.** in Cardedeu (Spain)
- **Impres decor Polska Sp. z o.o.** in Elk (Poland)
- **Impress decor Austria GmbH** in St. Veit (Austria)
- **impress Decor Brasil Ltda.** in Araucária (Brasil)

These are summarized below as “IMPRESS”.

Customers, agents are summarized here under the term “**ordering party**”.

IMPRESS and the **ordering party** together will be summarized as “**parties**”

§ 1 General Information—Area of Application

1. Our terms and conditions (GTC) apply exclusively.
We do not recognize any terms and conditions of the ordering party which conflict with or deviate from our terms and conditions of sale, unless we have expressly agreed to their validity in writing. Our GTC shall apply even if we make delivery to the ordering party without reservation in the knowledge that the ordering party's terms and conditions conflict with or deviate from our terms and conditions.
2. All agreements made between us and the ordering party for the purpose of executing this contract must be in writing. When written form is referred to in this document, Impress also allows arrangements to be made by E-Mail between the parties. Additional obligations assumed by IMPRESS do not affect the validity of these GTC.
3. Our GTC apply only to entrepreneurs in the sense of the law applicable at the place of order of IMPRESS.
4. To the extent that INCOTERMS are to be used in international business transactions for a specific order, the provisions of these GTC shall prevail over the provisions contained in the INCOTERMS, provided that the subject matter of the provisions is the same. The ordering party and IMPRESS agree that the INCOTERMS shall be amended in such a way that the provisions of the INCOTERMS which are inconsistent with the GTC shall no longer apply.
5. Our GTC will also apply to all future transactions with the ordering party.

§ 2 Offer—Offer Documents

1. If the ordering party's order qualifies as an offer, we may accept it within 2 weeks. Contracts of sale shall only be concluded by written confirmation or acceptance by IMPRESS. Verbal, telephone or other non-written agreements, amendments or subsidiary agreements require our written confirmation in order to be valid.
2. We reserve title and copyright to all illustrations, drawings, calculations and other documents. This also applies to such written documents which are marked “confidential”. The ordering party must obtain our express written consent before passing them on to third parties.
3. The information contained in the documents, illustrations, brochures, catalogues and other sales documents and drawings, including the quantities, weights and dimensions stated therein, are not binding unless they are expressly designated as binding.

§ 3 Preparation Work

1. Drafts, proofs and similar preparatory work as well as changes to artwork, printing forms or raw materials confirmed by the client can be invoiced, even if the order for the entire production is not subsequently placed.
2. This shall also apply in the event that we are commissioned to design and undertake sample trials.
3. Unless otherwise agreed, initial orders (pilot orders) shall be executed in accordance with the samples provided by IMPRESS and confirmed by the ordering party. When using samples produced in a laboratory, there is a possibility of unavoidable deviations in the print due to different printing conditions compared to the production facility. When pearlescent inks are used, much greater tolerances for color variations are required. Subsequent orders will be based on the sample supplied with the first order. Any requests to deviate from this must be confirmed in writing. If the sample is used up, a new sample of the same design will be produced to replace the old sample and form the basis for further production.
4. IMPRESS reserves the right to make technical changes at any time. This applies to both initial orders and subsequent orders.

§ 4 Prices—Payment Terms

1. Unless otherwise stated in the order confirmation, our prices are ex works, excluding packaging. All shipments are made at the risk and expense of the customer and are not insured by IMPRESS.
2. Statutory VAT is not included in our prices. It will be shown separately on the invoice at the rate in force on the date of the invoice.
3. The granting of a discount requires special written agreement.
4. Unless otherwise stated in the order confirmation, the purchase price shall be payable net (without deduction) within 30 days of the invoice date. The statutory provisions regarding the consequences of late payment shall apply.
5. The ordering party shall only be entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been accepted by us. In addition, he shall only be entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.
6. We are entitled to the defense of non-performance of the contract in accordance with the statutory provisions, in particular if the ordering party does not meet his payment obligations on time or if the limit set by a credit insurer is exceeded or would be exceeded with the pending delivery.
7. The purchase price claims shall become due for payment immediately if the ordering party has not provided correct information about his creditworthiness or if the cover promised by the credit insurer is reduced for reasons for which the customer is responsible.

§ 5 Delivery Period

1. Delivery periods shall commence at the earliest on conclusion of the contract. The start of the delivery period stated by us presupposes that all technical questions have been clarified.
2. We reserve the right to make such deliveries subject to the condition that we ourselves receive timely deliveries from our suppliers.
3. If the delivery time is exceeded, the ordering party is obliged to set a reasonable extension.
4. Adherence to our delivery obligation also presupposes the timely and proper fulfilment of the ordering party's obligations. The defense of non-performance of the contract remains reserved.
5. If the ordering party is in default of acceptance or culpably breaches other obligations to co-operate, we shall be entitled to claim compensation for the loss incurred by us, including any additional expenditure. We reserve the right to make further claims.
6. If the conditions of paragraph (4) exist, the risk of accidental destruction or accidental deterioration of the purchase object passes to the ordering party at the point in time when the ordering party falls into default of acceptance or debtor's default.
7. IMPRESS is entitled to fulfil its contractual obligations after the originally scheduled delivery date, unless subsequent performance is unreasonable for the ordering party.
8. Operational disruptions, delayed or failed deliveries by our suppliers, shortages of raw materials, energy or labor, as well as strikes, lockouts, difficulties in procuring means of transport, traffic disruptions, force majeure and other events of force majeure shall release the affected party from the obligation to deliver or accept for the duration of the disruption and to the extent of its effect, insofar as the affected party is not responsible for the events. The party prevented from fulfilling the contract is obliged to inform the other party immediately, explaining the circumstances, and to do everything in its power to remedy the situation preventing delivery/acceptance as soon as possible.
9. We shall be liable in accordance with the statutory provisions if the delay in delivery is due to an intentional or grossly negligent breach of contract for which we are responsible; any fault on the part of our representatives or vicarious agents shall be attributed to us. If the delay in delivery is not due to an intentional breach of contract for which we are responsible, our liability for damages shall be limited to the foreseeable, typically occurring damage.
10. We shall also be liable in accordance with the statutory provisions if the delay in delivery for which we are responsible is due to the culpable breach of an essential contractual obligation; in this case, however, the liability for damages shall be limited to the foreseeable, typically occurring damage.
11. Any further liability shall be excluded.

§ 6 Transfer of Risk—Packaging Costs

1. Transport packaging and all other packaging in accordance with the applicable packaging regulations will not be taken back, with the exception of reusable pallets or other reusable packaging materials. The ordering party is obliged to dispose of the packaging material at his own expense.
2. Externally visible defects (transport damage, etc.) must be reported by the ordering party to the delivering carrier immediately on receipt of the goods and must be clearly noted on the delivery note (CMR).
3. If packaging is expressly identified as returnable packaging (reusable pallets) on the invoice or delivery note/bill of lading, it must be returned to us carriage paid in a usable condition immediately after use, but at the latest within a period of 3 months from the date of invoice. If the packaging is not returned in time or in a condition which precludes its reuse, we shall be entitled to charge the ordering party the cost of replacement at the current daily rate and to demand immediate reimbursement.

4. Even if Group F INCOTERMS have been agreed, IMPRESS is not obliged to provide any certificates or documents not expressly agreed, to arrange for ordering party clearance or to comply with any measurement and weight systems, packaging, labelling or marking regulations or certification requirements applicable outside the country you are ordering from (impress entities).

§ 7 Advice—Information

1. Information on the processing and application of our products, as well as technical recommendations or advice and other information, do not constitute ancillary contractual obligations and are provided to the best of our knowledge, but without obligation and to the exclusion of all liability.
2. The provision of information without express written agreement does not constitute an independent consultancy agreement and does not extend our ancillary obligations without express written agreement.

§ 8 Assignment

1. No assignment of any claim against us shall be valid without our written consent.

§ 9 IMPRESS Warranty

1. The parties agree that the Goods shall be deemed to be free from defects so long as they are of the quality specified in the Order Confirmation / Specification. If the Goods are not suitable for a purpose other than their normal use, this shall not constitute a defect unless the parties have agreed in writing on specific characteristics of use.
2. The use of keyword descriptions, references to generally accepted standards, the use of trade marks or quality marks or the presentation of samples or specimens are for the sole purpose of describing the composition or quality of the goods and do not of themselves constitute the acceptance of any warranty or contractual obligation.
3. The assertion of warranty claims by the ordering party presupposes that the ordering party has duly fulfilled its inspection and complaint obligations in accordance with the law. This includes, where applicable, the processing of samples. This also applies to preliminary (semi-finished) and intermediate products sent for correction. The risk of any defects shall pass to the ordering party upon the declaration of readiness for printing/production, unless the defects occurred and could only be detected in the production process after the declaration of readiness. This shall also apply to any other release declarations issued by the ordering party during production/manufacturing.
4. The Customer must make the complaint in writing, stating the nature of the defect and enclosing all data, samples and evidence to prove the defect.
5. Deviations in structure, color and dimensions within customary commercial tolerances shall not constitute a defect. In the event of a defect in the purchased item, the ordering party shall be entitled, at his discretion, to demand subsequent performance in the form of rectification of the defect or delivery of a new item free of defects. IMPRESS shall be obliged to bear the expenses necessary for the purpose of remedying the defect in the form mentioned above.
6. If the supplementary performance fails, the ordering party shall be entitled, at its option, to withdraw from the contract or to demand a reduction of the purchase price. In this respect, the parties agree that IMPRESS may make several attempts to remedy the defect, provided this is reasonable for ordering party.
7. Liability for damage resulting from injury to life, body or health remains unaffected; this also applies to mandatory liability in accordance with the provisions on liability for dangerous products.

8. The warranty provided by IMPRESS shall be the sole and exclusive liability for defects in the Goods, whether or not such liability arises out of the Contract or tort and whether or not such liability relates to damage or loss related to or caused by defects in the Goods. IMPRESS shall not be liable to any other extent, even if the extended liability would result from the terms, conditions, representations, warranties of the Customer applied at the sale, or other such acts or representations resulting in an extension of liability under the act or any other legal basis. In addition, the Parties exclude IMPRESS liability as defined in general laws (guarantee), i.e., guarantee and liability other than those specified in this Contract. In addition to the above-mentioned actions of IMPRESS taken as a result of the acceptance of the complaint of the Customer, IMPRESS shall not bear any additional costs of the complaint, including, in particular, the costs of processed Goods, returning the Goods from the market and shall not be obliged to repair the damage in the form of lost benefits.
9. Unless otherwise agreed above, all other liability is excluded.
10. The limitation period for all claims for defects is 12 months from the transfer of risk, unless the due date of the goods is otherwise specified and with the exception of claims for low or high expansion in the case of Embossed In Register (EIR) designs. The maximum period for EIR decors is 9 months, as the paper expansion decreases over time. IMPRESS reserves the right to reject claims outside this period without further investigation.
11. IMPRESS's liability for delivery of defective goods, shall be excluded.

§ 10 Joint Liability

1. Any liability for damages other than that provided for in § 9 is excluded, regardless of the legal nature of the claim asserted. This applies in particular to claims for damages arising from culpa in contrahendo, for damages due to other breaches of duty arising from tort and for claims for damages in cases of damage to property.
2. To the extent that our liability for damages is excluded or limited, this shall also apply to the personal liability for damages of our employees, workers, staff, representatives and vicarious agents.
3. Unless otherwise stated, Impress is only liable for the goods delivered and not for any consequential damage.

§ 11 Delivery Surpluses or Shortfalls

1. The parties agree that for order quantities ≤ 10,000 kg, excess or short deliveries of up to 20% of the order quantity and for order quantities > 10,000 kg, excess or short deliveries of up to 10% shall not constitute a defect and shall not give rise to a claim. In the interests of a sustainable working method and to reduce waste, it is agreed that Impress may process raw materials weighing less than 150 kg even if the specified excess or short deliveries are exceeded.

§ 12 Contract Production

1. If the paper is provided by the ordering party, delivery is free of charge. IMPRESS accepts no responsibility for the quantity and quality of the paper supplied. Any additional costs incurred as a result of variations in quality shall be borne by the ordering party.
2. IMPRESS will endeavour to minimize the amount of paper waste generated in the process.
3. The packaging of the paper provided by the ordering party must comply with the local packaging regulations. The use of disposable plastic must be kept to a minimum, although this requirement by Impress does not constitute a claim for compensation in the event of damage to the paper.

§ 12a Contract Printing

1. Through our printing of the material, we acquire co-ownership of the end product manufactured in this way, as well as in the case of processing or mixing with other materials. The co-ownership shall remain in force until full payment of all claims to which we are entitled from the business relationship with the ordering party in proportion to the value of the service provided by us.

§ 12b Contract Impregnation

1. Through our impregnation of the material, we shall acquire co-ownership of the end product manufactured in this way, likewise in the case of processing/working and mixing with other materials. The co-ownership shall exist until full payment of all claims to which we are entitled from the business relationship with the ordering party in proportion to the value of the service provided by us.

§ 13 Reservation of Title

1. We reserve title to the purchased item until all payments arising from the business relationship have been received. In the event of behavior contrary to the contract on the part of the ordering party, in particular in the event of default in payment, we shall be entitled to take back the purchased item. If we take back the purchased item, this shall not constitute a cancellation of the contract unless we have expressly declared this in writing. After taking back the purchased item, we are authorized to realize it. The realization proceeds shall be offset against the ordering party's liabilities - less reasonable realization costs.
2. The ordering party is obliged to treat the purchased goods with care. In particular, he is obliged to insure the goods at his own expense against fire, water and theft at their reinstatement value and, at the request of IMPRESS, to store them separately or in a suitably separated area at the expense of the ordering party, to clearly mark them as the property of IMPRESS and to take all measures necessary to comprehensively secure the goods subject to retention of title. The ordering party hereby irrevocably assigns to IMPRESS the full amount of the resulting claims against the insurance companies as security. IMPRESS accepts this assignment. If maintenance and inspection work is required, the ordering party shall carry this out in good time and at its own expense.
3. In the event of seizure or other interventions by third parties, the ordering party must inform us immediately in writing so that we can take the legal remedies provided by law. If the third party is not in a position to reimburse us for the judicial and extrajudicial costs of legal action, the ordering party shall be liable for the loss incurred by us.
4. The ordering party is authorized to resell the purchased goods in the ordinary course of business. However, he hereby assigns to us all claims in the amount of the final invoice amount (including VAT) of our claim which accrue to him from the resale against his customers or third parties, irrespective of whether the purchased item has been resold without or after processing. The ordering party shall remain authorized to collect this claim even after the assignment. Our authorization to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the ordering party fulfils his payment obligations from the collected proceeds, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed and payments have not been suspended. If this is the case, however, we can demand that the ordering party informs us 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.

5. The processing or remodeling of the purchased item is always carried out on our behalf. If the purchased item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount, including VAT) to the other processed items at the time of processing. In all other respects, the same shall apply to the item created by processing as to the purchased item delivered under reservation of title.
6. If the object of sale is mixed or combined inseparably with other objects not belonging to us, we shall acquire co-ownership of the new object in proportion which the value of the object of sale (final invoice amount, including VAT) has to the other mixed objects at the time of mixing. If the mixing is carried out in such a way that the ordering party's object is considered to be the main object, it is hereby deemed agreed that the ordering party shall transfer pro-rata co-ownership to us. The ordering party shall safeguard the resultant sole or joint ownership on our behalf.
7. To secure our claims against it, the ordering party shall also assign to us the claims which arise against third parties as a result of the association of the object of sale with a plot of land.
8. We undertake to release, at the ordering party's request, the securities to which we are entitled, to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%; the selection of the securities to be released shall be incumbent upon us.
2. The ordering party shall be responsible for ensuring that the performance of its order does not violate industrial property rights, and in particular third-party copyrights. The ordering party shall indemnify us against all claims by third parties on account of such a violation of rights.
3. Copyright, design patent and the right of duplication/reproduction along with all rights of use in any procedure and for any purpose in respect of originals, drafts, printing forms and the like belonging to us or developed by us, even on an ordering party's order, shall remain with us unless specifically stated otherwise in writing. The ordering party shall be granted the simple rights of use necessary for the purpose stipulated in the contract.
4. Models, raw materials, films, printing forms and other re-useable items, as well as semi-finished and finished products, shall be kept safe by us subject to prior agreement and in consideration of remuneration. As regards this safekeeping, we shall only be liable for willful misconduct and gross negligence.
5. If the objects taken into safekeeping have to be insured, the ordering party must arrange for the insurance itself and pay the premium.
6. Insofar as our products are labeled with brand names or trademarks, the ordering party shall not be authorized to remove the label without our consent. The affixing of our label is not to be regarded as approval for the ordering party's use of the brand name for products the ordering party has manufactured and further processed. A separate agreement must be made in this respect.

§ 14 Safekeeping, Title, Copyright, Design Patent, Brand Name/ Trademark

1. Any company inventory we use for the manufacture of the object of sale to which the contract relates, in particular films, printing forms, print cylinders and print samples, shall remain our property, even if charged for separately, and shall not be shipped to the ordering party.

§ 15 Jurisdiction—Place of Performance

1. Our registered office shall be the exclusive place of jurisdiction for all claims referring to the agreement with the ordering party. We shall also be authorized, however, to file an action against the ordering party in the court where its registered office is located.
2. It is agreed that the local law of the IMPRESS location receiving the order or issuing the order confirmation shall apply.
3. Unless otherwise stated in the order confirmation, our registered office shall be the place of performance.