

General Terms and Conditions of KOHLSCHEIN GmbH & Co. KG for the business unit "Creative Solutions"

The following conditions apply to all orders in the respective version valid at the time of order placement. The service provider and user of these terms and conditions is KOHLSCHEIN GmbH & Co. KG, Feldstraße 9, 41749 Viersen, Germany.

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§ 1 General

1. Our offer is exclusively directed at entrepreneurs within the meaning of § 14 BGB (German Civil Code). This includes all natural or legal persons and legal entities, authorities, educational institutions etc., who place orders in the exercise of their commercial or independent professional activity.
2. With the placement of the order, but at the latest with the acceptance of the goods, the customer acknowledges our terms of sale as binding. The business relationship between us and the customer is exclusively governed by these general terms and conditions and our privacy policy. We do not recognize any deviating terms and conditions of the customer. Additional terms and conditions, deviations, and other side agreements of the customer require the express and written consent of the management of KOHLSCHEIN GmbH & Co. KG.

§ 2 Conclusion of Contract

1. All details about our offers are non-binding and merely constitute a non-binding invitation to the customer to submit a purchase offer. By verbally or in writing accepting the offer or by clicking the "Place order" button in our online shop, the customer submits a binding offer to conclude a purchase contract. Confirmation emails sent immediately after placing online orders serve solely as acknowledgment of receipt of the order and are explicitly not a confirmation of

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the order. The contract is concluded tacitly after a period of 2 working days (Monday-Friday). We reserve the right to freely decide on the acceptance of orders. A written order confirmation is provided only upon explicit request.

2. The conclusion of the contract is subject to correct and timely self-delivery by our suppliers. This only applies in the case that we have concluded a congruent hedging transaction with the supplier and are not responsible for incorrect or non-delivery.
3. The goods are delivered according to the versions, packaging units, or minimum quantities indicated in our online shop. Exceptions require written inquiry and confirmation.
4. The default contract language is German. The contract text is stored by us after the conclusion of the contract until the complete processing of the contractual relationship and can be provided as a copy upon written request.
5. Forms, tools, printing plates, drawings, and other documents remain our property, even if they were commissioned by the customer. We are entitled to freely dispose of these items and to use them for other works.

§ 3 Prices

1. All prices are quoted in Euro (€). The net prices valid on the day of the contract conclusion from the factory Viersen (Germany), including packaging, plus any customs duties apply as agreed. Freight and insurance costs are billed separately, unless otherwise specified in § 5 clause 3 of these sales conditions.
2. The statutory value-added tax is not included in our prices. It is generally shown separately in the invoice at the statutory rate on the day of invoicing. For deliveries within the European Union (EU), we do not charge value-added tax, provided a valid VAT identification number (VAT No.) is provided during the order process.
3. For the purchase/order of larger quantities of an item, KOHLSCHEIN reserves the right to grant a quantity discount. Please send inquiries via email to: hello@kohlscheincreative.com

§ 4 Payment Terms

1. Permissible payment methods are advance payment by bank transfer & invoice payment.

2. Invoice payment is generally only offered to existing customers with positive creditworthiness. New customers wishing to pay by invoice must request this in writing before placing an order. When paying by invoice, the purchase price is due 14 days after invoicing without deduction unless otherwise agreed in writing.
3. In our online shop, we additionally offer the possibility to pay by credit card and PayPal. When paying by credit card or PayPal, the total amount due is debited immediately upon completion of the order.
4. We reserve the right not to offer certain payment methods if there are justified reasons such as poor creditworthiness. In this case, we refer to other payment methods.
5. We do not assume any costs for money transactions, such as fees for receiving international bank transfers.
6. Payment deadlines are considered to have been met if KOHLSCHEIN can dispose of the amount within the specified periods. Payments are offset against the oldest outstanding claim, provided that multiple claims exist against the customer and no different settlement determination by KOHLSCHEIN has occurred prior to payment.
7. If the customer defaults on his payment obligation, in whole or in part, he shall - without prejudice to any other rights we may have - automatically be liable to pay default interest at the rate of eight percentage points above the respective base interest rate of the Deutsche Bundesbank (German Federal Bank) from that point in time, without the need for a reminder.
8. If the customer ceases payments, is over-indebted, or if the opening of comparison or insolvency proceedings over the assets of the customer is applied for, our total claim becomes due immediately. The same applies in the case of any other significant deterioration in the customer's financial circumstances. In these cases, KOHLSCHEIN is entitled to demand sufficient security or to withdraw from the contract.
9. The customer has a right to offset only if his counterclaims have been legally established, are undisputed, or have been recognized by us. Furthermore, he is entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

§ 5 Delivery and Shipping Costs

1. Orders are dispatched within the delivery time agreed in writing or indicated on the order confirmation after receipt of payment in the case of advance payment.

2. If clarification is needed regarding the processing of the order or if customer goods and/or customer data such as delivery addresses, print data, etc., need to be provided, the commencement of the dispatch period requires the provision of all necessary information, data, goods, etc., from the customer. If clarification/provision is delayed by the customer, KOHLSCHEIN cannot guarantee delivery within the agreed delivery time nor will any resulting additional costs/fees be covered.
3. The delivery of ordered items is carried out by forwarding agencies or parcel services. If delivery is not possible because the recipient is not found at the given delivery address, although the delivery time was announced with reasonable notice, the costs for a second delivery will be charged to the customer.
4. Both forwarding agencies and parcel services generally deliver goods only to the curb/doorstep. Unless delivery within buildings (e.g., to store & apartment doors) has been explicitly assured and commissioned in writing, this lies at the voluntary discretion of the forwarder/parcel deliverer.
5. All prices mentioned are exclusive of shipping costs unless a different written agreement has been made or indicated. For parcel deliveries to German islands, we charge an island surcharge of currently €12.00 per parcel. For deliveries to German islands (by forwarding agency) or to foreign islands (by parcel service or forwarding agency), we charge an island surcharge regardless of the value of goods. An automatic calculation is unfortunately not possible. We are happy to determine the costs upon request.
6. The dispatch of the delivery for orders in the online shop is carried out at the request and risk of the buyer/client (§ 447 BGB). The transport companies commissioned by us are liable for transport damages according to the statutory provisions.
7. For all other deliveries, the agreed delivery conditions according to the current Incoterms apply.
8. Transport damages must be certified by the recipient on the consignment note (consignment note remark and signature of the deliverer) to secure claims against the carrier and must be reported to us.
9. The complaint periods for transport damages correspond to the legal regulations. Obvious defects must be reported immediately, hidden defects immediately after becoming aware of them.

10. We do not accept returns sent freight collect.
11. In the event of industrial disputes, official measures, force majeure, or the occurrence of similar events beyond our control that demonstrably affect our ability to deliver, the delivery time is extended by the duration of the hindrance.
12. If self-collection has been agreed, the goods must be collected within three days after notification of completion at the factory. Billing for uncollected goods takes place at the latest on the 7th working day after the date of the completion notification. In the event of untimely acceptance, after one reminder with a reasonable collection period set by us, without prior inquiry, either the shipment to the known customer address occurs, or the completed goods are stored at our premises against calculation of the usual storage fees. In both aforementioned cases, we are not liable for the condition of the goods.

§ 6 Return of Goods

1. The return of properly delivered goods is fundamentally voluntary.
2. In the case of a voluntary return of goods, a processing fee of 25% of the invoice amount is charged. We also reserve the right to make further deductions for depreciation of the voluntarily returned goods. The customer is free to prove that no or significantly less depreciation occurred due to the return of goods than we claimed.
3. Special productions manufactured for the customer (e.g., individual printing with customer visuals and/or other special constructions) are fundamentally excluded from return.

§ 7 Termination, Lump Sum Compensation Claim

1. The customer may withdraw from the purchase contract at any time until the completion of the order. However, KOHLSCHEIN reserves the right to fully invoice any costs already incurred.
2. In the event of early termination not attributable to us, compensation is as follows: Services not yet provided at the time of receipt of the termination and that cannot be provided due to the termination are not charged. Instead, these unprovided services are invoiced at a flat rate of 10% of the net price.

§ 8 Warranty for Defects

1. The customer's warranty rights require that he has duly complied with his obligations to inspect and give notice of defects according to § 377 HGB (German Commercial Code). Complaints about defects require written form.
2. The customer's claims are limited to rectification of the defect or delivery of a defect-free item (subsequent performance) at our discretion. If subsequent performance fails, the customer has the right to reduce the purchase price or withdraw from the contract at his discretion.
3. Further claims of the customer, especially for consequential damages caused by defects, are fundamentally excluded. This does not apply if we are to be accused of intent, gross negligence, or violation of essential contractual obligations, as well as in the case of injury to life, body, or health. The customer's right to withdraw as well as any liability according to the Product Liability Act remain unaffected.
4. The limitation period for claims for defects is 12 months, starting from the delivery of the goods to the customer.
5. Minor deviations from samples, product descriptions & images, as well as previously delivered goods are not considered defects. Therefore, we reserve the right to deviations customary in the trade. The same applies to customary quality and color deviations in relation to material & print image. The goods offered are usually made from natural materials such as paper & cardboard. These can react to external factors such as humidity, temperature, and light exposure, e.g., with discoloration or deformation. Such changes are normal and do not constitute a defect that can be asserted against KOHLSCHEIN.

§ 9 Reservation of Ownership

1. We reserve ownership of the purchased item until receipt of all payments from the business relationship with the customer. In the case of contractually improper behavior by the customer, especially in case of payment delay, we are entitled to take back the purchased item. The taking back of the purchased item by us constitutes a withdrawal from the contract. After taking back the purchased item, we are authorized to utilize it, and the proceeds from the utilization shall be credited against the customer's liabilities – less reasonable utilization costs.
2. The customer is obliged to handle the reserved goods with care. In particular, he is obliged to insure them sufficiently at his own expense against fire, water, and theft damage at the replacement value.

3. In the case of seizures or other interventions by third parties, the customer must notify us immediately in writing so that we can file a lawsuit according to § 771 ZPO (German Code of Civil Procedure) and inform the third party about our ownership of the reserved goods. Insofar as the third party is unable to reimburse us for the judicial and extrajudicial costs of a lawsuit according to § 771 ZPO, the customer is liable for the loss incurred by us.
4. The customer is entitled to resell the purchased item in the ordinary course of business. However, he may not pledge the reserved goods or assign them as security. The customer already now assigns to us the claims against his customers arising from the resale of the reserved goods as well as those claims of the customer regarding the reserved goods that arise from another legal basis against his customers or third parties (in particular claims from tort and claims for insurance benefits) in the amount of the invoice final amount (including VAT) of our claim, irrespective of whether the purchased item has been resold without or after processing. We accept this assignment. Even after the assignment, the customer is authorized to collect these claims. Our authority to collect the claim ourselves remains unaffected by this. However, we commit ourselves not to collect the claim as long as the customer meets his payment obligations from the proceeds collected, is not in default of payment, and especially no application for the opening of insolvency proceedings has been filed or there is no cessation of payments. But if this is the case, we can demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the associated documents, and notifies the debtors (third parties) of the assignment.

§ 10 Exclusions of Liability, Hazardous Goods

1. Our advice in word, writing, and through trials is provided to the best of our knowledge and is non-binding, excluding any liability. The suitability of our product for the customer's application and the compatibility of its use with third-party rights remain the responsibility of the customer.
2. If our products are used for "Hazardous Goods" in the sense of §2 GGBefG (Dangerous Goods Transport Act), the customer is obligated to inform us in detail about all the hazards associated with the goods to be packaged before placing the order.
3. The printing of the EAN barcode is carried out according to the state of the art and taking into account the implementation rules of the CCG. Statements about reading results at the retail cash registers cannot be provided due to possible influences on the barcodes after leaving our premises and the lack of uniform measuring and reading technology. Printing errors in such EAN code prints on

our cartons do not oblige us to pay damages, including any consequential damage from defects.

4. The suitability of our products for the customer's intended use and the compliance with special regulations, especially food law, is beyond our control and therefore lies solely in the responsibility of the customer.
5. Our right to replacement delivery is not affected by this.

§ 11 Force Majeure

1. "Force Majeure" refers to events & situations that are beyond the reasonable control of KOHLSCHEIN and prevent us from fulfilling our contractual obligations in whole or in part. This includes, without limitation, natural disasters, war, terrorism, strikes, epidemic diseases, pandemics, fire, governmental or regulatory measures, power failures, and unforeseeable obstacles (e.g., failure of upstream suppliers) that cannot be avoided despite reasonable diligence.
2. In the event of the occurrence of such an event, KOHLSCHEIN commits to inform its customers immediately in writing and to outline any impact on the fulfillment of obligations.
3. In the event of a Force Majeure event, KOHLSCHEIN's contractual obligations are suspended for as long as the Force Majeure event persists. The suspension of performance obligations is limited to the period during which fulfillment is prevented by Force Majeure.
4. KOHLSCHEIN commits to make all reasonable efforts to minimize the effects of Force Majeure. Should the Force Majeure event last longer than 10 working days, each party has the right to terminate the contract by written notice to the other party with immediate effect, without thereby incurring liability to the other party.
5. As soon as the Force Majeure event has ended and the execution of contractual obligations is again possible, KOHLSCHEIN will immediately resume its obligations.

§ 12 Jurisdiction and Choice of Law

1. The place of jurisdiction is our business location as far as the customer is a merchant, legal entity under public law, or a special fund under public law.
2. The law of the Federal Republic of Germany applies. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

The current version of our General Terms and Conditions can be found at:
www.KOHLSCHEINcreative.com/agb

KOHLSCHEIN GmbH & Co. KG
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