§ 1 Scope
1. These General Processing and Delivery Terms (ABL) shall apply exclusively for the entire business transactions of Multi-Color Bingen Germany GmbH, hereinafter referred to as Multi-Color Bingen Germany GmbH, and the proper, customer, hereinafter referred to as Customer, in addition to the other contractual agreements. Multi-Color Bingen Germany GmbH - also with the provision of services or acceptance of payment without reservation - shall not recognise any other terms and conditions, unless their validity is explicitly agreed to by Multi-Color Bingen Germany GmbH in writing.
2. These ABL shall only apply in the business transactions with entrepreneurs within the meaning of Section 14 BGB [German Civil Code], they shall also apply to all future business relationships without a renewed inclusion until the termination of new ABL by Multi-Color Bingen Germany GmbH.

§ 2 Consultancy
1. Multi-Color Bingen Germany GmbH shall only advise the Customer after an explicit request. Omitted statements shall not constitute any consultancy.
2. Advice of Multi-Color Bingen Germany GmbH shall exclusively cover the condition of its own products, however, their use at the Customer or its further buyers. Advice that is nevertheless provided regarding the application at the Customer is non-binding.
3. Advice of Multi-Color Bingen Germany GmbH as product- and service-related advice shall exclusively cover the products and services created by Multi-Color Bingen Germany GmbH.

§ 3 Conclusion of contract
1. Offers of Multi-Color Bingen Germany GmbH are without obligation. They shall be deemed as a request to submit an offer.
2. The first processing of an offer is, as a rule, free of charge. Further offers and blueprint work are only free of charge to the extent that the supply contract shall become and remain valid.
3. Details, descriptions and copies of our goods and products in particular in technical documents, catalogues, brochures, circulars, advertisements and price lists are non-binding. Insofar as their inclusion in the contract was not explicitly agreed, they shall not relieve the Customer from own inspections.
4. Colour- and light-fastness, moisture, heat and weather resistance as well as drawings, diagrams, dimensions, weights and other performance data will only become part of the contract if they have been agreed in writing.
5. The order placed by the Customer shall principally represent the offer to conclude a contract. The order is placed by the Customer deviates from the offer of Multi-Color Bingen Germany GmbH then the Customer shall mark the deviations separately.
6. All details relating to the execution of the order are to be provided in the order. This shall apply to all deliveries, works services and other services of Multi-Color Bingen Germany GmbH. This shall in particular include, however not only, details relating to article designation, numbers of units, dimensions, material, material composition, pre-treatments, processing specifications, treatment regulations, storage, standards as well as all other technical parameters and physical characteristics. Missing, incorrect or incomplete details shall explicitly be deemed as not agreed and shall not establish any obligations of Multi-Color Bingen Germany GmbH, neither within the meaning of fulfilment and warranty claims, nor within the meaning of claims for damages.
7. Orders should be placed in writing or in (an) electronic text form, oral orders as well as orders transmitted by telephone will be carried out at the risk of the Customer.
8. The order should be accepted within 3 weeks after receipt of the order if no longer acceptance deadline is envisaged.
9. The services of Multi-Color Bingen Germany GmbH can be derived from the order confirmation.
10. Multi-Color Bingen Germany GmbH reserves the right to carry out, or have carried out, the processing of the objects of delivery or service in another company without additional costs for the Customer.
11. If the Customer withdraws a placed order, Multi-Color Bingen Germany GmbH can, irrespective of the possibility to assert a higher actual damage, charge 10% of the delivery or service price for the costs incurred by the processing of the order and for the missed profit. The Customer reserves the right to prove less damages.
12. Samples of any kind, e.g. drafts, dummies, specimen prints, specimen lithos, etc. shall only be produced especially for the Customer according to its stipulations after a prior commission in this respect. These samples shall be settled separately towards the Customer.
13. Sketched, drafts, specimen typesetting, specimen prints, first sample parts, proofs and similar preliminary work will only be sent to the Customer at its explicit written request.

§ 4 Framework contracts
1. If a framework contract has been agreed with the Customer by Multi-Color Bingen Germany GmbH, according to which the complete annual requirements are produced and will be stored for call-off order, the Customer under-takes to purchase the complete remaining quantity still in stock or quantity that is still to be produced after the expiry of one year from the order date. Within the term of the framework contract a change in the ordered object of delivery or service is only possible by a separately reached agreement between Multi-Color Bingen Germany GmbH and the customer.
2. Insofar as not otherwise agreed all call-off orders are to be purchased within one year after placement of the order without this requiring a purchase request. If this deadline has expired we are entitled to invoice the goods and to charge these at the costs and risk of the orderer or to rescind the contract immediately.

§ 5 Amendments to contract
1. Subsequent changes at the initiation of the Customer including the machine settings caused hereby will be charged to the orderer. Also accountable for these subsequent changes are repetitions of print proofs, which are requested by the Customer owing to a slight deviation from the template.
2. Technical changes to the object of delivery or service, which do not jeopard-ise the objective of the contract, in particular with regard to material and execution, shall remain reserved.

§ 6 Delivery time
1. If a delivery or service deadline has been agreed then this shall begin with the sending of the order confirmation, however not before the full clarification of all details of the order as well as the proper fulfilment of all obligations of the Customer to provide assistance.
2. In case of changes to the object of the order by mutual agreement delivery or service deadlines and delivery or service dates are to be newly agreed. This shall also apply if re-negotiations were conducted regarding the object of the order after conclusion of the contract without a change having been made to the object of the order.
3. Delivery or service deadlines and delivery or service dates are subject to the reservation of the fault-free and timely previous delivery as well as unfore-seeable interruptions to production.
4. Delivery and service deadlines shall be extended automatically by the period of time, in which the Customer does not satisfy its obligations towards Multi-Color Bingen Germany GmbH. In particular the delivery and service deadlines shall be inhibited for the duration of the examination of the print proofs, correction proofs, proofs, proofs, specimens, etc. by the Customer from the time at which they are sent to the Customer until the final release. This shall also apply accordingly to delivery and service dates.
5. The delivery or service time shall be deemed as adhered to if the object of delivery or service has left the plant of Multi-Color Bingen Germany GmbH or Multi-Color Bingen Germany GmbH has reported the completion for collection by the expiry of the delivery or service time.
6. Multi-Color Bingen Germany GmbH is entitled to provide the agreed delivery or service before the agreed time already.
7. Partial deliveries or services are permitted and can be settled separately.
8. Multi-Color Bingen Germany GmbH undertakes to compensate the Customer for the damages due to default suffered hereby to the statutory extent in the event of a culpably caused delay in delivery. This shall not apply to missed profits and damages from business interruptions.

§ 7 Delay in acceptance
1. If the Customer does not accept the goods as of the agreed delivery date or as soon as expiry of the delivery period is due, the delivery cannot be held. Also accountable for which it is responsible, we can request reimbursement of our additional expenses incurred hereby.
2. If the delivery or service is delayed by the Customer, Multi-Color Bingen Ger-many GmbH may charge storage costs for each started month in the amount of 0.5%, a maximum total however of 5% of the delivery or service price. The contractual parties shall reserve the right to prove higher or lower storage costs. Multi-Color Bingen Germany GmbH is authorised to determine a suitable storage location as well as to insure the objects of delivery or service at the costs and risk of the Customer.
3. The products to which the Customer is entitled, in particular data and data carriers will only be archived by Multi-Color Bingen Germany GmbH beyond the time of delivery of the goods after an explicit agreement and against payment of special remuneration.
4. If Multi-Color Bingen Germany GmbH is entitled to request damages instead of the service, irrespective of the possibility to assert higher actual damages, it
can request 15% of the price as damages if the Customer does not prove that no damage has been suffered at all or is substantially lower than the flat rate.

§ 8 Force majeure
1. In cases of force majeure, the delivery and service deadlines of Multi-Color Bingen Germany GmbH shall be extended by the duration of the occurred interference.

2. This shall also include, however not only, circumstances for which no responsibility is to be assumed, such as war, fire damages, strikes, lock-outs, interferences to traffic, dispositions of a higher authority, business interruptions or essential interferences to operation, such as e.g. material or energy shortages at Multi-Color Bingen Germany GmbH, commissioned subcontractors or sub-suppliers. This shall also apply if Multi-Color Bingen Germany GmbH was already in default when these circumstances occurred.

3. Multi-Color Bingen Germany GmbH shall inform the Customer of the start and end of such impediments from the time of knowledge thereof without delay.

4. If a delivery or service are delayed by more than six weeks both the Customer as well as Multi-Color Bingen Germany GmbH are entitled to rescind the contract within the framework of the scope of service that is affected by the interference to service.

§ 9 Price / payment
1. In case of default of payment, deferral or partial payment Multi-Color Bingen Germany GmbH is entitled to request a reasonable advance payment and set-off of costs in addition to the contractually agreed prices for the object of delivery.

2. Cash discounts, rebates and partial payments shall require a separate writ - exchange costs shall be borne by the Customer. An invoice settlement by

3. Multi-Color Bingen Germany GmbH is entitled to change the agreed price to a reasonable extent if cost increases arise before or due to the execution of the order, because the details provided by the Customer and documents which were made available were incorrect or changes are otherwise requested by the client.

4. Sketches, drafts, specimen typesetting, specimen prints, first sample parts, proofs, change to delivered or transmitted data and similar preliminary work, which were made available were incorrect or changes are otherwise requested by the client.

5. Multi-Color Bingen Germany GmbH is entitled to request interest on default in the amount of 15. Multi-Color Bingen Germany GmbH is entitled in case of first orders to charge -

6. Invoices are, insofar as not otherwise agreed, due within 30 days net from the

7. If the shipment is carried out in returnable packaging, this is to be returned to Multi-Color Bingen Germany GmbH in Gau-Bickelheim. Insofar as no other agreement in writing the Customer should pick the goods up there after a report of the completion.

8. The place of performance of the payments to be made to Multi-Color Bingen Germany GmbH from the business relationship is the registered seat of Multi-

9. Multi-Color Bingen Germany GmbH shall inform the Customer of the start and end of such impediments from the time of knowledge thereof without delay.

10. A price increase will take place as a maximum to the extent as the total costs have increased. The change in costs will be proven towards the Customer upon request.

11. The settlement by a bill of exchange shall require a separate prior agree-

12. With the placement of an order the Customer confirms its solvency or its creditworthiness. In case of justified doubts about the solvency or creditworth-

13. A right of retention of the Customer shall only exist if the counter-claim is based on the same contractual relationship and is undisputed or has been declared final and binding.

14. The payment dates shall also continue to exist if delays occur in the delivery without the fault of Multi-Color Bingen Germany GmbH.

15. Multi-Color Bingen Germany GmbH is entitled in case of first orders to charge reasonable and customary administrative and set-off of costs in addi-

16. Insofar as our settlement does not include value added tax, in particular be-

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Allgemeine Bearbeitungs- und Lieferbedingungen der MCC Multi-Color Bingen Germany GmbH Stand 12.05.2020

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§ 10 Fulfilment services
1. The place of performance for the ordered services is, insofar as it concerns wet-gleue labels, the plant of Multi-Color Bingen Germany GmbH in Bingen. The place of performance for all other services is the plant of Multi-Color Bingen Germany GmbH in Gau-Bickelheim. Insofar as not otherwise agreed in writing the Customer should pick the goods up there after a report of the completion.

2. The place of performance of the payments to be made to Multi-Color Bingen Germany GmbH from the business relationship is the registered seat of Multi-

3. Multi-Color Bingen Germany GmbH is entitled to request a reasonable advance payment upon conclusion of the contract. Interest will not be remune-

4. Invoices are, insofar as not otherwise agreed, due within 30 days net from the invoice date. They are to be paid without deductions. In the event of the non-

5. In case of default of payment, deferral or partial payment Multi-Color Bingen Germany GmbH is entitled to stipulate, on which of the outstanding claims the payment was made.

6. In case of default of payment, deferral or partial payment Multi-Color Bingen Germany GmbH is entitled to request interest on default in the amount of 9 percentage points p.a. above the respective base lending rate and to withhold further services until the settlement of all due invoices. The right is reserved to prove higher damages.

7. The settlement by a bill of exchange shall require a separate prior agree-

8. With the placement of an order the Customer confirms its solvency or its creditworthiness. In case of justified doubts about the solvency or creditworth-

9. The settlement by a bill of exchange shall require a separate prior agree-

10. A right of retention of the Customer shall only exist if the counter-claim is based on the same contractual relationship and is undisputed or has been declared final and binding.

11. The payment dates shall also continue to exist if delays occur in the delivery without the fault of Multi-Color Bingen Germany GmbH.

12. Multi-Color Bingen Germany GmbH is entitled in case of first orders to charge reasonable and customary administrative and set-off of costs in addi-

13. A right of retention of the Customer shall only exist if the counter-claim is based on the same contractual relationship and is undisputed or has been declared final and binding. The assignment of claims directed against Multi-

14. The payment dates shall also continue to exist if delays occur in the delivery without the fault of Multi-Color Bingen Germany GmbH.

15. Multi-Color Bingen Germany GmbH is entitled in case of first orders to charge reasonable and customary administrative and set-off of costs in addi-

16. Insofar as our settlement does not include value added tax, in particular be-

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§ 11 Delivery
1. Multi-Color Bingen Germany GmbH shall not be liable for damages due to incorrect or imprecise labelling and marking of provided goods or other component supplies. Goods and other component supplies provided by the Customer or by a third party involved by it, in particular also data carriers and transmitted data, are not subject to any inspection obligation by Multi-

2. The goods that are to be processed will be inspected by Multi-Color Bingen Germany GmbH for visible external damages. Multi-Color Bingen Germany GmbH is not obliged to carry out any further controls. Determined defects will be reported to the Customer within 10 working days from the discovered of the defect.

3. The Customer undertakes to compensate all damages including missed pro-

4. Multi-Color Bingen Germany GmbH is entitled to a right of retention to the

5. The place of performance for all other services is the plant of Multi-Color Bingen Germany GmbH in Gau-Bickelheim. Insofar as not otherwise agreed in writing the Customer should pick the goods up there after a report of the completion.

6. Multi-Color Bingen Germany GmbH shall determine the type and scope of the packaging. Disposable packaging will be disposed of by the Customer.

7. If the shipment is carried out in returnable packaging, this is to be returned carriage paid within 30 days after receipt of the delivery. The Customer has to assume responsibility for the loss and damage to the returnable packa-

8. In case of damage to or loss of the goods in transit a stocktaking should be initiated without delay and Multi-Color Bingen Germany GmbH is entitled to destroy these objects, unless the Customer has explicitly reques-

9. In case of default of payment, deferral or partial payment Multi-Color Bingen Germany GmbH is entitled to request interest on default in the amount of 9 percentage points p.a. above the respective base lending rate and to withhold further services until the settlement of all due invoices. The right is reserved to prove higher damages.

10. With the placement of an order the Customer confirms its solvency or its creditworthiness. In case of justified doubts about the solvency or creditworth-

11. Granted terms of payment shall lapse and outstanding claims will be due and payable immediately if the opening of insolvency proceedings is ap-

12. The Customer shall only be entitled to rights to offset against claims of Multi-

13. A right of retention of the Customer shall only exist if the counter-claim is based on the same contractual relationship and is undisputed or has been declared final and binding. The assignment of claims directed against Multi-

14. The payment dates shall also continue to exist if delays occur in the delivery without the fault of Multi-Color Bingen Germany GmbH.

15. Multi-Color Bingen Germany GmbH is entitled in case of first orders to charge reasonable and customary administrative and set-off of costs in addi-

16. Insofar as our settlement does not include value added tax, in particular be-

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§ 12 Obligations for inspection and to report defects
1. Multi-Color Bingen Germany GmbH shall not be liable for damages due to incorrect or imprecise labelling and marking of provided goods or other component supplies. Goods and other component supplies provided by the Customer or by a third party involved by it, in particular also data carriers and transmitted data, are not subject to any inspection obligation by Multi-

2. The goods that are to be processed will be inspected by Multi-Color Bingen Germany GmbH for visible external damages. Multi-Color Bingen Germany GmbH is not obliged to carry out any further controls. Determined defects will be reported to the Customer within 10 working days from the discovered of the defect.

3. The Customer undertakes to compensate all damages including missed pro-

4. Multi-Color Bingen Germany GmbH is entitled to a right of retention to the

5. The place of performance for all other services is the plant of Multi-Color Bingen Germany GmbH in Gau-Bickelheim. Insofar as not otherwise agreed in writing the Customer should pick the goods up there after a report of the completion.

6. Multi-Color Bingen Germany GmbH shall determine the type and scope of the packaging. Disposable packaging will be disposed of by the Customer.

7. If the shipment is carried out in returnable packaging, this is to be returned carriage paid within 30 days after receipt of the delivery. The Customer has to assume responsibility for the loss and damage to the returnable packa-

8. In case of damage to or loss of the goods in transit a stocktaking should be initiated without delay and Multi-Color Bingen Germany GmbH is entitled to destroy these objects, unless the Customer has explicitly reques-

9. In case of default of payment, deferral or partial payment Multi-Color Bingen Germany GmbH is entitled to request interest on default in the amount of 9 percentage points p.a. above the respective base lending rate and to withhold further services until the settlement of all due invoices. The right is reserved to prove higher damages.

10. With the placement of an order the Customer confirms its solvency or its creditworthiness. In case of justified doubts about the solvency or creditworth-

11. Granted terms of payment shall lapse and outstanding claims will be due and payable immediately if the opening of insolvency proceedings is ap-

12. The Customer shall only be entitled to rights to offset against claims of Multi-

13. A right of retention of the Customer shall only exist if the counter-claim is based on the same contractual relationship and is undisputed or has been declared final and binding. The assignment of claims directed against Multi-

14. The payment dates shall also continue to exist if delays occur in the delivery without the fault of Multi-Color Bingen Germany GmbH.

15. Multi-Color Bingen Germany GmbH is entitled in case of first orders to charge reasonable and customary administrative and set-off of costs in addi-

16. Insofar as our settlement does not include value added tax, in particular be-

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1. The Customer undertakes to inspect the goods for defects and damages, in particular also to correct sent preliminary and interim contracts, pursuant to Section 377 HGB without delay after the delivery and to report defects and damages identified hereby as well as subsequently identified defects and damages to Multi-Color Bingen Germany GmbH without delay after they are discovered with the receipt of the goods or the provision of the service, accordingly from the discovered defect by the Customer. The burden of proof for the fact that a hidden defect exists, shall be borne by the Customer.

2. If the Customer uses recognisably defective deliveries or services it may not request any compensation from Multi-Color Bingen Germany GmbH for damages suffered hereby. This shall apply for the event that a defect could not be discovered with the receipt of the goods or the provision of the service, accordingly from the discovered defect by the Customer. The Customer shall hand over the goods for which a complaint was made to Multi-Color Bingen Germany GmbH and shall not, until the time that is necessary for examining the reported defect. In case of unjustified complaints Multi-Color Bingen Germany GmbH reserves the right to charge the Customer for the time required for the necessary examination.

3. The report of defects shall not release the Customer from the satisfaction of its payment obligations.

4. Defects of a part of the delivered goods shall not entitle the Customer to make a complaint about the entire delivery, unless the partial delivery is of no interest for the Customer.

5. No complaint can be made regarding deviations in dimensions of the delivery or service to be provided by Multi-Color Bingen Germany GmbH if these deviations can be qualified as customary for the industry or trade.

6. In case of reproductions in all production processes no complaint can be made about deviations from the original. The same shall apply for comparison between other templates (e.g. proofs, print proofs) and the final product.

§ 13 Warranty

1. In case of a defect to the objects of delivery or service of Multi-Color Bingen Germany GmbH, Multi-Color Bingen Germany GmbH is, at its own choice, entitled to remedy the defect, to make a substitute delivery or to issue a credit note.

2. The subsequent improvement can also be carried out by the Customer after coordination with Multi-Color Bingen Germany GmbH.

3. Claims of the Customer owing to the expenses required for the purpose of subsequent fulfilment, in particular transport, route, labour and material costs are excluded if the expenses were subsequently taken to another location than that of the Customer’s branch.

4. No complaint can be made for additional or shortfall in deliveries up to 10% of the ordered circulation. In case of deliveries from special paper products the percentage will be increased to 20%, less than 2,000 kg to 15%. Only the delivered quantity will be calculated in any case.

5. The warranty for defects, which do not or only insignificantly impair the value or the usability, is excluded.

§ 14 Defects of title

1. Orders carried out according to drawings, sketches or other details handed over to Multi-Color Bingen Germany GmbH will be carried out at the Customer's risk. If Multi-Color Bingen Germany GmbH intervenes in third party property rights as a result of the execution of such orders The Customer shall indemnify Multi-Color Bingen Germany GmbH from claims of the holders of these rights. Further damages shall be borne by the Customer.

2. The liability of Multi-Color Bingen Germany GmbH for possible infringements of property rights, which are associated with the application of the objects of delivery or service or with the connection or the use of the objects of delivery or service with other products, is excluded.

3. In the event of defects of title Multi-Color Bingen Germany GmbH is, at its choice, entitled to procure the necessary licences with regard to the infringed property rights, or to remedy the defects to the object of delivery or service by making an object of delivery or service available that has been changed to an extent that is deemed reasonable for the Customer.

4. The liability of Multi-Color Bingen Germany GmbH for the infringement of third party property rights shall incidentally only cover those property rights, for which the Customer has been made aware.

5. An assignment or granting of property rights and copyrights, in particular of existing industrial property rights from Multi-Color Bingen Germany GmbH to the Customer, is not the object of the delivery or service to be provided by Multi-Color Bingen Germany GmbH. The type and scope of the rights of use or property rights that are to be granted shall remain reserved to a separate contractual agreement.

6. The business objects used by Multi-Color Bingen Germany GmbH to carry out the order such as data, films, lithographs, tools and printing media, shall remain the property of Multi-Color Bingen Germany GmbH even if these are settled separately and will not be delivered, Multi-Color Bingen Germany GmbH shall be at the disposal of the Customer. All ideas and documents designed by Multi-Color Bingen Germany GmbH, in particular specimens, dummies, sketches, drafts, technical information, lithos, specimen prints etc., are subject to the protection of the intellectual property of Multi-Color Bingen Germany GmbH and may not be used or exploited in any form without the consent of Multi-Color Bingen Germany GmbH, if these products were not exclusively produced according to the details and regulations.

8. If Multi-Color Bingen Germany GmbH produces by order of the Customer according to drawings, models, samples or other technical documents handed over by the Customer, or according to process requests stipulated by the Customer, the Customer shall assume the responsibility for the fact that the property rights of third parties are not infringed hereby. If third parties in particular forbid Multi-Color Bingen Germany GmbH the production and delivery of such products by prohibiting effects on existing applications (QD), Multi-Color Bingen Germany GmbH is entitled, without being obliged to examine the legal position, to discontinue all further activities to the relevant extent and to require damages against the Customer. Multi-Color Bingen Germany GmbH reserves the right to charge the Customer for the expenses incurred for the defence against the accusation of infringement of property rights and bears all thus associated costs.

9. With the hand-over of such drawings, documents, etc. as well as with the delivered process results and the stipulated recipes and underlying material uses etc. Multi-Color Bingen Germany GmbH will be indemnified by the Customer from all associated claims of third parties.

§ 15 Liability

1. Multi-Color Bingen Germany GmbH shall only be liable in the event of simple negligence with the breach of an essential contractual obligation. Multi-Co- lor Bingen Germany GmbH will not be liable for grossly negligent fault, even with the breach of insignificant contractual obligations. Essential contractual obligations are those contractual obligations, the fulfilment of which makes the proper execution of the contract possible at all and the compliance with which the contractual partner should be able to rely upon. The liability is limited to the typical, foreseeable damages for such contracts in cases of simple negligence.

2. In the event of the absence of warranted properties the liability of Multi-Co- lor Bingen Germany GmbH shall be limited only to the amount of the Multi-Color Bingen Germany GmbH product liability insurance. The scope of the coverage shall correspond with the non-binding recommendations for the Product liability insurance in the Federal Government Act. The amount of the coverage for the insured events covered in the insurance contract is EUR 2 million per insured event and insurance year.

3. Claims for damage owing to willful or grossly negligent breach of contractual obligations by Multi-Color Bingen Germany GmbH, claims owing to physical injuries (life, body and health) and claims from the German Product Liability Act are subject to the statutory provisions.

4. Multi-Color Bingen Germany GmbH shall be liable for claims in tort in line with its contractual liability.

5. Further liability for damages than according to the aforementioned regulations is excluded.

6. Claims for recourse of the Customer against Multi-Color Bingen Germany GmbH shall only exist to the extent that it has not reached any agreement with its buyers that exceeds the statutory claims for defects and damages.

7. Liability of Multi-Color Bingen Germany GmbH is excluded insofar as the Customer, on its part, has effectively limited the liability towards its buyers.

8. Insofar as the liability of Multi-Color Bingen Germany GmbH is excluded or limited, this shall also apply to the personal liability of the employees, work- ers, representatives, vicarious agents and assistants of Multi-Color Bingen Germany GmbH.

9. Insofar as the liability is excluded or limited according to the aforementio- ned provisions the Customer undertakes to also indemnify Multi-Color Bingen Germany GmbH from claims of the holders of these rights. Further damages shall be borne by the Customer.

10. With regard to objects handed over to Multi-Color Bingen Germany GmbH by the Customer, in particular documents or data carriers, the benchmark for fault is limited to the care and attention, which Multi-Color Bingen Germany GmbH applies in own matters ("Sorgfalt im eigenen Name")

11. Incidentally, the statutory provisions shall apply.

12. The Customer undertakes to notify Multi-Color Bingen Germany GmbH of any claims asserted by third parties without delay in writing and to reserve all defence measures and settlement negotiations for Multi-Color Bingen Germany GmbH.

§ 16 Statute-of-limitations

1. The statute-of-limitations for claims and rights owing to defects to the pro- ducts, services and work services of Multi-Color Bingen Germany GmbH are those contractual obligations, the fulfilment of which makes the proper execution of the contract possible at all and the compliance with which the contractual partner should be able to rely upon. The liability is limited to the typical, foreseeable damages for such contracts in cases of simple negligence.

2. The statute-of-limitations according to Subclause 1 above shall not apply in the event of willful intent if Multi-Color Bingen Germany GmbH maliciously failed to disclose the defect, in case of claims owing to physical injuries of an individual, with claims from the German Product Liabi- lity Act and with a grossly negligent breach of an obligation.

3. Subsequent fulfillment measures shall neither inhibit the statute-of-limitations applicable to the original provision of services, nor will they allow the statu- te-of-limitations to apply from the start again. Section 212 BGB shall remain unaffected.

§ 17 Acquisition of property

1. Multi-Color Bingen Germany GmbH reserves the property to all objects of
contract until the full settlement of all claims to which Multi-Color Bingen Germany GmbH is entitled from the business relationship with the Customer. Multi-Color Bingen Germany GmbH reserves all property rights and copy rights to the provided diagrams, drawings, calculations and other (technical) documents.

2. If property of Multi-Color Bingen Germany GmbH is processed, connected or mixed with third party property, Multi-Color Bingen Germany GmbH shall acquire the property to the new object according to Section 947 BGB.

3. If the processing, connection or mixing is carried out to the extent that the third party service is to be seen as the main object then Multi-Color Bingen Germany GmbH shall acquire the property in the ratio of the value of the Multi-Color Bingen Germany GmbH service to the third party service at the time of the processing, connection or mixing.

4. If Multi-Color Bingen Germany GmbH acquires the property to an object by its service, Multi-Color Bingen Germany GmbH shall reserve the property to this object until the settlement of all existing claims from the business relationship with the Customer.

5. The Customer undertakes to store the reserved goods carefully and, if necessary, to carry out maintenance and repair work in time at its costs. The Customer has to insure the reserved goods at its own costs against loss and damage. Security claims established in a damaging event are to be assigned to Multi-Color Bingen Germany GmbH.

6. The Customer is entitled to resell the object, which is the (co-)ownership of Multi-Color Bingen Germany GmbH, in the proper course of business, as long as it satisfies its obligations from the business relationship with Multi-Color Bingen Germany GmbH. In the event of a claim established from the sale it shall be deemed as assigned to Multi-Color Bingen Germany GmbH in the ratio in which the value of the Multi-Color Bingen Germany GmbH service, secured by the security of title, stands to the total value of the sold goods. The Customer shall also remain entitled to collect this claim after the assignment. The authorisation of Multi-Color Bingen Germany GmbH to collect this claim itself shall remain unaffected.

7. The right of the Customer to dispose over the goods subject to a reservation of title of Multi-Color Bingen Germany GmbH as well as to collect the claims assigned to Multi-Color Bingen Germany GmbH shall lapse as soon as it no longer satisfies its payment obligations and/or an application is filed for the opening of insolvency proceedings. In these aforementioned cases as well as in case of other conduct of the Customer in breach of the contract Multi-Color Bingen Germany GmbH is entitled to request return of the goods delivered subject to reservation of title without a reminder.

8. The Customer shall inform Multi-Color Bingen Germany GmbH without delay in case of dangers for its reserved property, in particular in case of insolvency or enforcement measures. At the request of Multi-Color Bingen Germany GmbH the Customer shall remove the danger. The reservation of title remains effective as well. In case of a formal flaw of the reserved goods the Customer shall be responsible for the damage. Security claims established in a damaging event are to be assigned to Multi-Color Bingen Germany GmbH in full. Multi-Color Bingen Germany GmbH reserves all property rights and copy rights to the previously created documents.

9. The Customer undertakes to treat all aspects of the business relationship that are worthy of protection confidentially. It will, in particular, treat all commercial and technical details that are not public knowledge, of which it becomes aware through the business relationship, as a business secret. Information or aspects of the business relationship, which were already known to the contractual partner as proven before the announcement by Multi-Color Bingen Germany GmbH in confidentiality, shall not fall under the non-disclosure obligation. The Customer shall ensure that its employees also safeguard the legitimate interests of Multi-Color Bingen Germany GmbH. The Customer is responsible for errors in the master copies that are made available.

10. All documents may neither be made accessible to third parties in full, nor in part or used aside from the purpose, for which they were provided to the Customer, without the written consent of Multi-Color Bingen Germany GmbH.

Processes, which Multi-Color Bingen Germany GmbH handed over or announced to the Customer, no matter in which form, may only be used for the intended use as envisaged or specified in the contract, a disclosure to third parties is not permitted without the explicit consent of Multi-Color Bingen Germany GmbH.

11. In case of a material flaw the Customer can make a complaint about the delivery. In case of imprecise labelling and marking of the goods delivered by the Customer, the Customer is solely responsible for the data backup. Multi-Color Bingen Germany GmbH reserves all property rights and copy rights to the previously created documents.

12. If Multi-Color Bingen Germany GmbH is not liable for damages caused by imprecise labelling and marking of the goods delivered by the Customer.

13. The Customer undertakes to compensate all damages including missed profits suffered by Multi-Color Bingen Germany GmbH by the provision of material that is not capable of processing.

14. No compensation will be paid by Multi-Color Bingen Germany GmbH for scrap that is produced to the customary extent for the industry.

§ 19 Tools

1. With own tools of the Customer or with tools made available by the Customer on loan the liability of Multi-Color Bingen Germany GmbH shall be limited with regard to storage and maintenance to the care and attention as applied in own matters. Costs for maintenance and insurance shall be borne by the Customer. The obligations of Multi-Color Bingen Germany GmbH established according to this § 19 shall lapse if, after settlement of the order and a corresponding request to the Customer to pick the tools up, it has not picked the tools up within 14 days after request.

2. As long as the Customer does not satisfy its contractual obligations in full, Multi-Color Bingen Germany GmbH shall be entitled to a right of retention to the tools.

§ 20 Correction proofs and press proofs

1. Correction proofs and press proofs are to be examined by the Customer for typesetting and other errors and are to be returned to Multi-Color Bingen Germany GmbH with the declaration that they are ready for printing. Changes communicated by telephone should be confirmed in writing.

2. The Customer will be excluded from making a subsequent report of defects for errors, which the Customer overlooks within the scope of controlling the correction proofs and press proofs, unless the errors were not identifiable.

3. The Customer is responsible for errors in the master copies that are made available.

§ 21 Confidentiality

1. The Customer undertakes to treat all aspects of the business relationship that are worthy of protection confidentially. It will, in particular, treat all commercial and technical details that are not public knowledge, of which it becomes aware through the business relationship, as a business secret. Information or aspects of the business relationship, which were already known to the contractual partner as proven before the announcement by Multi-Color Bingen Germany GmbH in confidentiality, shall not fall under the non-disclosure obligation. The Customer shall ensure that its employees also safeguard the legitimate interests of Multi-Color Bingen Germany GmbH. In this event, the claim established from the sale or of a material that can be easily processed with a suitable condition. If these prerequisites are not fulfilled, Multi-Color Bingen Germany GmbH will inform the Customer of the necessary additional work and of the thus resulting price increase. If the Customer does not agree with the price change, it is entitled to rescind the contract. The rescission has to be carried out without delay after notification. Multi-Color Bingen Germany GmbH about the rescission of the contract. If the Customer declares the rescission it has to remunerate the costs for maintenance and insurance shall be borne by the Customer. The obligations of Multi-Color Bingen Germany GmbH established according to this § 19 shall lapse if, after settlement of the order and a corresponding request to the Customer to pick the tools up, it has not picked the tools up within 14 days after request.

2. The reproduction of the documents handed over to the Customer is only permitted within the scope of the operational requirements and provisions under copyright law.

3. All documents may neither be made accessible to third parties in full, nor in part or used aside from the purpose, for which they were provided to the Customer, without the written consent of Multi-Color Bingen Germany GmbH.

4. The Customer is solely responsible for the data backup. Multi-Color Bingen Germany GmbH. If this is not the case the Customer shall be excluded in this respect from making a report of defects. In case of data transmissions, the Customer respectively has to use the protection programmes for computer viruses that correspond with the newest technical status before sending. The Customer is solely responsible for the data backup. Multi-Color Bingen Germany GmbH reserves all property rights and copy rights to the previously created documents.

5. If the Customer makes print files available then only in connection with corrected proofs.

6. In case of digital templates/data provided by the Customer these must be created and formatted in line with the stipulations of Multi-Color Bingen Germany GmbH. If this is not the case the Customer shall be excluded in this respect from making a report of defects. In case of data transmissions, the Customer respectively has to use the protection programmes for computer viruses that correspond with the newest technical status before sending. The Customer is solely responsible for the data backup. Multi-Color Bingen Germany GmbH reserves all property rights and copy rights to the previously created documents.

7. If Multi-Color Bingen Germany GmbH will not be liable for damages caused by imprecise labelling and marking of the goods delivered by the Customer.

8. The Customer undertakes to compensate all damages including missed profits suffered by Multi-Color Bingen Germany GmbH by the provision of material that is not capable of processing.

9. No compensation will be paid by Multi-Color Bingen Germany GmbH for scrap that is produced to the customary extent for the industry.

§ 22 Applicable law

1. The place of jurisdiction, at the choice of Multi-Color Bingen Germany GmbH, is the court of jurisdiction of the register office Multi-Color Bingen Germany GmbH in Bingen or the place of jurisdiction of the Customer.

2. The law of the Federal Republic of Germany is exclusively applicable to the business relationships with the Customer. The applicability of the CISG – Vienna Convention on Contracts for the International Sale of Goods” is excluded.

3. The contractual language is German.