

General Terms and Conditions of Processing and Delivery (TCD)

S+P Samson GmbH

(Effective September 2021)

Article 1 Scope

1. These TCD shall apply exclusively and, in addition to any other contractual agreements, to all business transactions of S+P Samson GmbH, referred to as S+P in the following, and the purchaser, client or ordering party, referred to as Client in the following.

S+P shall not recognise any other conditions – even in case of provision of service without reservation or acceptance of payment – unless S+P expressly agrees to their validity in writing.

2. These TCD shall only apply to business transactions with entrepreneurs as defined in Article 14 of the German Civil Code (BGB); they shall also apply to any future business relationships without being incorporated again, until S+P provides new TCD.

3. Any agreements made between us the and the Client in the course of the contract negotiations are to be recorded in writing and confirmed by both parties for the purposes of providing proof.

4. Any subsidiary agreements, retrospective changes to the agreement and the provision of a warranty, including, but not limited to the representation of properties or, the assumption of a procurement risk require the written form insofar as these were made by persons not authorized to represent.

Article 2 Advice

1. S+P will advise the Client at his express request only. Omitted statements do not represent advice.

2. The advice provided by S+P shall extend to the properties of its own products only, but not to their use by the Client or his customers; any advice that is given nevertheless with regard to the Client's application will be non-binding.

3. As the advice is product- and service-related, any advice given by S+P refers to products and services provided by S+P only.

It does not extend to advice which is independent of any agreement, i.e. explanations which are given without S+P performing any services.

4. The advice provided by S+P is based on empirical values originating from the company and include the state of the art in a non-binding manner only.

Article 3 Conclusion of contract

1. Any offers provided by S+P are non-binding, they are deemed to be a request to submit a quotation.

2. The initial processing of an offer is generally free of charge. Any further offers and design work will only be free of charge as the supply contracts becomes and remains valid.

3. Any information, descriptions and copies of goods and products by S+P, including, but not limited to technical documentation, catalogues, brochures, mailings, adverts and price lists are non-binding insofar as their incorporation in the contract has not been expressly agreed; they do not release the Client from carrying out their own tests.

4. Colour fastness and light fastness, resistance to moisture, heat and weathering as well as drawings, figures, dimensions, weights and other performance data should be agreed in writing for the purposes of providing proof.

5. The order placed by the Client shall always represent an offer to enter into an agreement.

6. The order shall provide all the details required for performing the order. In particular, this applies to all deliveries, services, work and other services to be provided by S+P. This includes, but is not limited to information regarding item descriptions, quantity, dimensions, material, composition of materials, pre-treatments, processing specifications, treatment instructions, storage, standards and any other technical parameters and physical characteristics.

Any missing, inaccurate or incomplete information shall be deemed as not agreed and does not constitute an obligation on the part of S+P, neither in terms of claims for performance and warranty nor in terms of claims for damage.

7. If the order placed by the Client differs from the offer provided by S+P, the Client shall indicate the differences clearly.

8. S+P is entitled to obtain any further information which contributes to the proper performance of the order.

9. Orders are to be placed in writing or in (electronic) text form; orders which are communicated verbally or over the telephone are performed at the Client's risk.

10. The order shall be accepted within 3 weeks from receipt of order, unless a longer period is planned.

11. The products/services to be provided by S+P are stated in the order confirmation.

12. S+P reserves the right to carry out the processing of the products or services or have it carried out in a different plant without any additional cost to the Client.

13. If the Client withdraws an order that has been placed, S+P shall be entitled to charge – notwithstanding the option to assert a claim for a higher, actual damage – 10% of the price of the products/services to cover the cost incurred due to the processing of the order and for loss of profit. The Client reserves the right to provide proof of a lesser damage.

14. Print samples or functional models of any type, e.g. designs / proofs, etc. will only be manufactured specifically for the Client in line with his specifications once a corresponding order has been received. These samples will be charged separately to the Client.

Article 4 Framework agreements

1. If a framework agreement has been agreed between S+P and the Client, where the entire annual requirement is manufactured and kept in stock for call-off, the Client shall take delivery of the entire quantity that remains in stock or that is still to be manufactured at the end of the year. During the term of the framework agreement the ordered product or service can only be changed, if a separate agreement is concluded by S+P and the Client.

2. Unless otherwise agreed, delivery of all call-off orders shall be taken within a year from placing the order, without requiring a request to take delivery. Once this period has elapsed, S+P is entitled to issue an invoice for the goods and to despatch the goods at the Client's expense and risk or to withdraw from the contract immediately.

Article 5 Changes to the contract

1. If the Client would like to make any changes to the product or service after the contract has been concluded, a separate contractual agreement is required.

2. Designs, typesetting samples, sample prints, initial sample parts, proofs and similar preparatory works shall only be sent to the Client on the Client's express written request.

3. Any subsequent changes requested by the Client, including the machine downtime these cause shall be charged to the Client. Repeats of print proofs requested by the Client due to minor deviations from the artwork shall also be considered as subsequent changes.

4. S+P reserves the right to change the product or service in an appropriate manner if the information is missing or incorrect. Any losses incurred due to missing or incorrect information, in particular any additional cost or damage shall be the responsibility of the Client.

5. We reserve the right to make any technical changes to the product or service which do not endanger the purpose of the contract, in particular with regard to the material and the design.

Article 6 Delivery time

1. If a delivery time or performance period has been agreed, it will start with the despatch of the order confirmation; however, not before all the details of the order have been clarified in full and all of the Client's obligations to cooperate have been met properly; this also applies to delivery or performance dates.

2. If there is a mutually agreed change to the ordered item, delivery time and performance periods and delivery or performance dates are to be agreed again.

This also applies if there have been additional negotiations regarding the ordered item after the conclusion of the contract without making any changes to the ordered items.

3. Delivery times and performance periods and delivery or performance dates are subject to a timely delivery from upstream suppliers that is free from defects and to any unforeseeable disruptions to production.

4. The delivery times and performance periods shall automatically be extended by the period for which the Client does not meet his obligations towards S+P. In particular shall the delivery times and performance periods be suspended for the duration of checking press proofs, uncorrected proofs, final proofs, samples, etc. carried out by the Client, from the date these are sent to him until final approval. This also applies to delivery and performance dates.

5. The delivery time or performance period is deemed as met if, on their expiry, the products or services have left the premises of S+P or S+P has indicated completion for collection.

6. S+P shall be entitled to deliver the products or perform the service before the agreed time.

7. Any part deliveries or part performances are permitted and can be invoiced separately.

8. In the event of a delay in delivery which is the responsibility of S+P, S+P shall compensate the Client for any damage caused by the delay within the extent of the law. This does not apply to loss of profit and damage due to business interruptions.

Article 7 Delay in acceptance

1. If the Client does not accept the goods on the agreed date and/or after the agreed delivery time has elapsed for reasons that are his responsibility, S+P shall be entitled to claim compensation for the additional expenses incurred in this regard.

2. If there is a delay with the delivery or the service caused by the Client, S+P is entitled to charge storage costs at 0.5% per month or part thereof, up to a maximum of 5% of the total delivery or service price. The parties to the agreement shall be at liberty to provide proof of higher or lower storage costs.

S+P is entitled to nominate a suitable place of storage and to insure the products or services at the Client's expense and risk.

3. Any products due to the Client, including, but not limited to data and data carriers will be archived by S+P after the delivery goods only if this has been expressly agreed and on payment of a special fee.

4. If S+P is entitled to claim compensation instead of the product/service, it may claim 15% of the price as compensation, without prejudice to the option to claim for a higher actual damage, unless the Client can provide proof that no damage has occurred or that it is substantially lower than the flat rate.

Article 8 Impediments to delivery and performance

1. In cases of Force Majeure, S+P shall be released from the relevant duty to perform the contractual obligations, and from any liability for damages and any other contractual legal remedy due to breach of contract in this regard, from the date on which the impediment makes it impossible for S+P to execute delivery or

performance, provided that the Client is notified without delay. If the Client is not notified without delay, the release will be effective from the date on which the notification is received. Any performance already effected by the Client must be reimbursed by S+P without delay.

2. "Force Majeure" means the occurrence of an event or circumstances which prevent S+P from performing one or several contractual obligations of S+P, if and to the extent that S+P provides proof that: (a) this impediment is outside of the reasonable control of S+P; and (b) it was not reasonably foreseeable on the date on which the contract was concluded; and (c) the effects of the impediment could not have been reasonably avoided or overcome by S+P.

The following events are assumed to be cases of Force Majeure until proven otherwise:

(i) war (whether declared or not), hostilities, attacks, actions of foreign enemies; extensive military mobilisation;

(ii) civil war, insurgency, rebellion and revolution, military or other takeover, revolt, acts of terror, sabotage or piracy;

(iii) currency and trade restrictions, embargoes, sanctions;

(iv) lawful or unlawful official acts, compliance with laws or governmental orders, expropriation, confiscation of works, requisition, nationalisation;

(v) plague, epidemic, natural disaster or extreme natural event;

(vi) explosion, fire, destruction of equipment, disruption or failure of means of transport, telecommunication, information systems or energy for extended periods;

(vii) general industrial unrest such as boycott, strike and lock-out, go-slow strike, occupation of factories and buildings.

3. If the effects of the invoked impediment or event are temporary, the consequences set out in point 1 shall only apply as long as the invoked impediment prevents the performance of the contract on part of S+P.

4. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notifying the other party within a reasonable period. The parties to the contract agree that the contract may be terminated by both parties if the duration of the impediment exceeds 60 days, unless agreed otherwise.

5. S+P shall also be entitled to withdraw from the contract to the extent that S+P, through no fault of S+P, does not receive any deliveries from its supplier in spite of contractual obligations in this regard, and is therefore not able to fulfill its delivery or performance obligations with respect to the Client. In this case, S+P will inform the Client without delay that the contractual delivery or service item is not available and reimburse the Client for any performance effected without delay.

6. S+P shall also be entitled to the rights listed in Article 8 if S+P had already been in default when these circumstances occurred.

Article 9 Payment

1. Unless otherwise agreed, the agreed prices shall be the total price, per 1.000 items or each item, in Euros in accordance with the condition EXW (ex works) of INCOTERMS 2020 plus value-added tax, duty, freight, packing and transport insurance costs and other delivery costs.

S+P will insure the goods to be shipped at the express written request and at the expense of the Client only.

2. S+P is entitled to change the agreed price by an appropriate amount if, after concluding the contract, there are any changes in costs, in particular due to collective agreements, changes in material or energy prices. Proof of the change in costs shall be provided to the Client if requested.

3. S+P is entitled to modify the agreed price by an appropriate amount if there are any changes before or during the fulfilment of the order because the information and the documents provided

by the Client were incorrect or if the customer did request any other changes.

4. Designs, typesetting samples, sample prints, initial sample parts, proofs, changes to supplied or transferred data and similar preparatory work requested by the Client as well as data transmissions will be charged separately. This also applies if an order for serial production is placed.

5. S+P is entitled to request an appropriate advance payment on conclusion of the agreement. No interest will be allowed for this.

6. Unless otherwise agreed, invoices are due for payment within 30 days from date of invoice, net. They are to be settled without any deductions. In case of non-payment, the Client shall be in default from the due date with no further reminders required.

Prompt payment discounts and rebates will only be granted following a separate agreement. Part payments require a separate written agreement

7. Settlement by bill of exchange require a separate prior agreement with S+P. Discount charges and bill of exchange costs shall be paid by the Client. Settlement of invoices by cheques or bills of exchange will be a conditional payment and only be deemed to be paid following an unconditional credit.

8. If S+P has several outstanding receivables with regard to the Client and if the Client's payments are not made against a particular receivable, S+P shall be entitled to establish against which of the outstanding receivables the payment was made.

9. In case of default, extending the term of payment or part payment S+P shall be entitled to charge default interest at 9 percentage points p.a. above the applicable base rate and to withhold any further services until all of the outstanding invoices have been settled. We reserve the right to provide proof of a higher damage.

10. By placing his order, the Client confirms his solvency and/or financial standing.

If there are any justified doubts regarding the solvency or financial standing of the Client, S+P shall be entitled to request payment in advance or a suitable guarantee for the service to be performed by the Client.

If the Client is not prepared to make payment in advance or to provide the guarantee, S+P shall be entitled to withdraw from the contract following a reasonable grace period and to claim compensation for non-performance.

11. Any agreed credit terms become invalid and any outstanding receivables shall be due for immediate payment, if an application for insolvency proceedings concerning the Client's assets is submitted or if the Client had provided incorrect information regarding his financial standing or, if there are any other justified doubts regarding the solvency or financial standing of the Client.

12. The customer shall only be entitled to set-off rights with regard to claims against S+P if the counterclaim is undisputed and it has been established by a final decision. The assignment of any receivables against S+P requires the agreement of S+P.

13. A right of retention on part of the Client only exists if the counterclaim is based on the same contractual relationship and it is undisputed or has been established by a final decision, or, if S+P commits a material breach of its obligations from the same contractual relationship in spite of a written warning and has not offered an adequate safeguard.

If a service provided by S+P is undisputedly defective, the Client shall be entitled to retention only to the extent that the retained amount is proportionate to the defects and the anticipated costs of remedying the defect.

14. The due dates for the payments shall also remain valid if there is a delay in the delivery through no fault of S+P.

15. For first orders, S+P shall be entitled to charge appropriate and customary one-off programming and set-up costs in addition to the agreed prices for the contractual item.

16. Insofar as value-added tax is not included in the invoicing of S+P, in particular, because S+P assumes an "intra-community supply" as defined in Article 4 no. 1 b in conjunction with Article 6 a of the German VAT Act (UStG), due to the information provided by the Client and if S+P is subsequently required to pay value-added tax (Article 6 a IV German VAT Act) the Client shall pay the amount that S+P has been charged, to S+P. This obligation applies irrespective of whether value-added tax, import value-added tax (Einfuhrumsatzsteuer) or comparable domestic or foreign taxes need to be paid retrospectively by S+P.

Article 10 Performance

1. The place of performance for the ordered products and services is the premises of S+P. Unless otherwise agreed in writing, the Client is to collect the goods once completion has been advised.

2. The place of performance for any payments that are to made to S+P in the course of the business relationship is the registered office of S+P.

3. The Client shall take delivery as soon as the completion of the ordered products/services has been advised by S+P.

If the Client does not accept the products/services within 2 weeks from the advice, acceptance is deemed to have taken place.

4. The risk of any faults in the goods shall pass to the Client when the Client has declared the items ready for printing, unless they are faults which only occurred during production after the items had been declared to be ready for printing or it was only possible to detect them during production.

5. The risk of destruction, loss or damage to the goods shall pass to the Client when he is advised of their completion.

If shipping has been agreed the risk shall pass to the transport company when the goods are despatched or handed over to the transport company.

6. Unless otherwise agreed, S+P shall determine the type and amount of packaging. Single-use packaging will be disposed of by the Client.

7. If the goods are shipped in returnable packaging this is to be returned within 30 days from the receipt of the shipment. The loss of and any damage to the returnable packaging is the responsibility of the Client.

Returnable packaging must not be used for any other purposes or to hold any other items. They are intended for the transport of the delivered goods only. Any markings must not be removed.

8. In case of damage to or loss of the goods a check of the quantity and condition needs to be arranged immediately and notified to S+P. Any claims for transport damage must be submitted to the freight forwarder immediately by the Client.

Article 11 Delivery

1. S+P shall not be liable for any damage due to incorrect or inaccurate marking and identification of goods provided or other supplied items. Any goods provided and any other items supplied by the Client or a third party instructed by the Client, including, but not limited to data carriers and transmitted data are not subject to the duty to examine on part of S+P.

2. S+P shall carry out a visual check of the goods for any visible external damage. S+P shall not be required to carry out any further checks. Any defects that are identified shall be notified to the Client within 10 working days from the discovery of the defect.

3. The Client shall compensate S+P for any damage, including loss of profit which S+P incurs due to the provision of materials and data which cannot be processed.

4. In accordance with Article 369 of the German Commercial Code (HGB), S+P has a right of retention for any artwork, manuscripts, raw materials and other items until all receivables due from the business relationship have been settled in full.

5. Any items provided to S+P by the Client shall be stored for a maximum of two years following their last use. Once this period has elapsed S+P is entitled to destroy these, unless the Client has expressly requested in writing before the end of this period that the items are returned by S+P.

Article 12 Inspection and notification duties

1. The Client shall inspect the goods for any defects and damage, in particular, any semi-finished and intermediate goods sent for corrections, immediately after delivery in accordance with Article 377 of the German Commercial Code (HGB), and notify S+P of any defects and damage detected during this inspection or at a later stage immediately after they have been discovered and to supply a reference sample from the affected delivery to S+P. For products, services and work the provision of Article 377 of the German Commercial Code (HGB) shall apply accordingly. Notifications of defects must be given in writing.

2. The use of defective deliveries or products/services is not permitted. If a defect could not be detected on receipt of goods or provision of service any further use of the product or service is to discontinued immediately. The burden of proof that there is a hidden defect is on the Client.

3. The Client shall make the goods that were notified as defective available to S+P and shall grant the time required for the inspection of the notified defect. If a complaint proves to be unjustified S+P reserves the right to charge the Client for the incurred inspection costs.

4. The notification of a defect does not relieve the Client from his payment obligations.

5. Any defects found on part of the delivered goods do not entitle the Client to reject the entire delivery unless the part delivery is of no interest to the Client.

6. Dimensional variations of the product or service to be supplied by S+P cannot be rejected if these variations can be qualified as customary in the sector.

7. With regard to reproductions in all manufacturing processes minor variations from the original cannot be rejected. This also applies to the comparison between other types of artwork (e.g. proofs, press proofs) and the end product.

Article 13 Warranty

1. Insofar as there is a defect of the products or services supplied by S+P, S+P shall, at its discretion, be entitled to remedy the defect, to deliver a replacement or to issue a credit.

2. Following a consultation with S+P, the remedy may be carried out by the Client.

3. Any claims of the Client due to the expenditure required for the purpose of supplementary performance, including, but not limited to transport, infrastructure, labour and material costs are excluded to the extent that the expenditure increases because the goods were subsequently taken to a location other than the Client's plant.

4. Deliveries of up to 10% more or less than the ordered run cannot be rejected. The invoice will be for the delivered quantity. For deliveries manufactured from special paper and below 1,000 kgs the percentage will increase to 20%, and to 15% below 2,000 kg.

5. A warranty for defects which do not or only marginally affect the value or the fitness for purpose shall be excluded.

Article 14 Defects in title

1. Any orders which are fulfilled in accordance with drawings or other information provided to S+P are fulfilled at the Client's risk. If S+P encroaches upon industrial property rights of third parties as a consequence of fulfilling such orders, the Client shall indemnify S+P from any claims of the holders of such rights. Any further damage will be the responsibility of the Client.

2. S+P shall not be liable for any infringement of intellectual property rights which are connected to the use of the products or services or the use of the products or services with other products.

3. In the case of defects of title S+P shall, at its discretion, obtain the licences required with regard to the infringed intellectual property rights or remedy the defects of the products or services by providing a service or product which has been amended to an extent that is acceptable to the Client.

4. S+P shall only be liable for the infringement of intellectual property rights of third parties for those intellectual property rights that are registered and published in Germany.

5. The transfer or granting of intellectual property rights and copyrights, in particular, of existing industrial property rights from S+P to the Client, does not form part of the product or service to be supplied by S+P. The type and the extent of the rights of use or intellectual property rights to be granted shall be covered in a separate agreement.

6. Any production items such as data, films, designs /proofs, tools and print substrates used by S+P to fulfil the order remain the property of S+P, even if they charged for separately, and will not be supplied; any applicable copyright remains with S+P.

7. All of the ideas and materials designed by S+P, including, but not limited to print samples, designs / proofs, technical drawings and information, functional models, etc., are subject to the protection of the intellectual property of S+P and must not be used or utilised in any form without the prior agreement of S+P, unless the products were exclusively made in accordance with the Client's information and specifications.

8. If S+P manufactures for Client's order and in accordance with drawings, models, samples or other technical documentation supplied by the Client or in accordance with the preferred processes specified by the Client, the Client shall be responsible for ensuring that this will not infringe the intellectual property rights of any third parties. If third parties do not permit S+P to manufacture and supply such products on the grounds of existing intellectual property rights, in particular, S+P shall be entitled to discontinue any further activity to the extent concerned and to request damages from the Client without having an obligation to examine the legal situation.

9. By handing over such drawings, documents and similar items as well as the desired process outcomes and the specified recipes and use of materials which form the basis of the products, etc., the Client shall indemnify S+P against any claims by third parties in this regard.

Article 15 Liability

1. The liability of S+P for the liabilities of the company will be limited to the company's assets.

2. In the case of ordinary negligence, S+P shall only be liable for the breach of a material contractual obligation. In the case of gross negligence, S+P shall also be liable for the breach of non-material contractual obligations. Material contractual obligations are the contractual duties which enable the proper performance of the contract, if they are met and on which the contractual partner can rely to be met.

In cases of breaches of material contractual obligations due to ordinary negligence, liability shall be limited to foreseeable damage and damage typically to be expected for this type of contract.

3. If representations of particular properties were made, the liability of S+P shall be limited to the extent and the amount of the S+P's product liability insurance. The extent of the cover corresponds with the non-binding recommendations for product liability insurance of the Association of the German Insurance Industry (Gesamtverband der Deutschen Versicherungs-

wirtschaft). The cover for the insured events in the insurance policy is 2 Million Euros per insurance claim and yearly policy period.

4. Any claims for damages due to intentional or grossly negligent breaches of contractual duties on part of S+P, any claims for personal injuries and claims arising from the Product Liability Act are subject to the legal requirements.

5. In case of tort claims S+P shall be liable in line with contractual liability.

6. Any further liability than the above mentioned provisions shall be excluded.

7. The Client shall only have the right of recourse against S+P to the extent that the Client has agreed any claims for defects and damages which exceed the statutory provisions with his customer.

8. S+P shall not be liable if the Client has effectively limited his liability towards his customer on his part.

9. If the liability of S+P is excluded or limited this also applies to the personal liability of the staff, employees, representatives and vicarious agents of S+P.

10. If the liability according to the foregoing is excluded or limited, the Client shall also indemnify S+P against the claims of third parties on first request.

11. With regard to items made available to S+P by the Client, including, but not limited to documents or data carriers, the contractual liability shall be limited to the amount of care that S+P customarily exhibits in his own affairs ("diligentia quam in suis").

12. All other matters shall be governed by the law.

13. The Client shall immediately notify S+P in writing of any claims asserted by third parties and all defensive measures and conciliation proceedings shall be left to S+P.

Article 16 Limitation period

1. The limitation period for any claims and rights arising from any defects of the products, services and work performed of/by S+P as well as any damage caused by these shall be 1 year. The start of the limitation period is governed by the legal requirements. This shall not apply insofar as the law requires longer periods, in the cases of Articles 438 paragraph 1 no. 2, 479 and 634 a paragraph 1 no. 2 of the German Civil Code (BGB).

2. The limitation period as per point 1 above shall not apply in the case of intent, if S+P has fraudulently concealed the defect, to claims for damages for personal injuries or freedom of a person, in case of claims arising from the Product Liability Act and a grossly negligent breach of duty.

3. Any supplementary performance measures will not retard the limitation period which is applicable to the original provision of the service, nor do they cause the limitation period to start again. Article 212 of the German Civil Code (BGB) shall remain unaffected.

Article 17 Aquisition of ownership

1. S+P retains ownership of all subjects of the agreement until all receivables arising from the business relationship with the Client and due to S+P have been settled in full. S+P retains title and copyright for all of the images, drawings, calculations and other (technical) documentation provided.

2. If any property of S+P is processed, combined or mixed with property owned by others S+P shall acquire ownership of the new object in accordance with Article 947 of the German Civil Code (BGB).

3. If processing, combining or mixing is carried out in such a way that the performance by others is to be regarded as the main object, S+P shall acquire pro-rata ownership, reflecting the ratio of the value of the S+P performance and the performance by others at the time of processing, combining or mixing.

4. If S+P acquires ownership of an object through its performance, S+P reserves the right to retain ownership of this

object until all the existing receivables from the business relationship with the Client have been settled in full.

5. The Client shall store the reserved goods carefully and carry out timely maintenance and repairs at his expense, if required. The Client shall insure the reserved goods at his expense against loss and damage. Any security claims arising in the event of damage are to be assigned to S+P.

6. The Client is entitled to resell the object for which S+P has (joint) ownership in the ordinary course of business, as long as he meets his obligations arising from the business relationship with S+P. In this case, the receivables created by reselling shall be deemed as assigned to S+P on a pro-rata basis, i.e. the proportion of the value of the S+P performance which is secured by the retention of title of the total value of the goods that were sold. The Client shall remain entitled to the collection of these receivables even after they have been assigned. The entitlement of S+P to collect these receivables themselves shall remain unaffected.

7. The entitlement of the Client to dispose of the goods which are subject to S+P's retention of title and to collect the receivables assigned to S+P shall expire when he no longer meets his payment obligations and/or an application for insolvency proceedings has been submitted. In the aforementioned cases and if there any other breaches of contract on part of the Client S+P shall be entitled to take back the goods supplied subject to retention of title without notice.

8. The Client will inform S+P immediately if there is any danger for the property for which it has retained title, including, but not limited to insolvency, inability to pay and enforcement measures. If requested by S+P, the Client shall provide all the information required with regard to the inventory of the goods which are the (joint) property of S+P and the receivables assigned to S+P as well as inform his customers about the assignment. The Client will provide support to S+P for all the measures that are required to protect the (joint) ownership of S+P and will bear all of the resulting costs.

9. On account of all of the receivables from the contract S+P shall be entitled to a lien on the Client's objects which came into the possession of S+P due the contract. The lien can also be asserted on account of receivables from previous deliveries or performances, insofar as these are associated with the product or service.

The lien shall apply to any other claims from the business relationship insofar as this is undisputed or has been established by a final decision. Articles 1204 ff. of the German Civil Code (BGB) and Article 50 paragraph 1 of the German Insolvency Statute shall apply accordingly.

10. If the liquidable value of the collaterals exceeds the receivables that are to be secured by more than 10%, S+P shall, at its discretion, release collaterals in this respect.

Article 18 Material processing

If the Client provides S+P with materials for processing, the following, additional provisions shall apply:

1. All materials of any type procured by the Client shall be delivered carriage paid to S+P.

2. The goods to be processed will be examined by S+P on receipt for visible external defects and damage only. S+P shall not be required to carry out any further checks. Any defects or damage that are identified shall be notified to the Client within 10 working days from the discovery of the defect.

3. The goods provided to S+P must be made from a material that is easy to process and have suitable properties. If these prerequisites are not met, S+P will advise the Client of the required additional time and effort and the resulting price increase.

If the Client does not agree with the change in price he shall be entitled to withdraw from the contract. The withdrawal needs to

take place immediately after S+P has advised the changed prerequisites. If the Client withdraws from the contract, he shall pay an adequate amount for the time and effort that had already been expended.

4. If the goods provided to S+P prove to be unusable due to faults in the material S+P shall be compensated for the processing costs up to this point.

5. If the Client makes the material available the packaging material and any waste generated by the unavoidable losses incurred during setting up printing plates and production runs, when processing by cutting, punching and similar at S+P.

6. If the Client provides films for printing this will be in conjunction with corrected press proofs only.

7. If the Client provides any digital artwork/data these must be created and formatted as specified by S+P. If this is not the case, any complaints raised by the Client in this regard will be excluded.

For data transmissions, the Client must always use state-of-the-art software providing protection against computer viruses before sending any data.

Data backups shall be the sole responsibility of the Client. S+P is entitled to make a copy.

8. S+P shall not be liable for any damage caused by inaccurate marking and identification of the goods delivered by the Client.

9. The Client shall compensate S+P for any damage suffered by S+P due to the provision of material that cannot be processed, including loss of profit.

10. S+P will not pay compensation for scrap which is within the range that is customary in the industry.

Article 19 Tools

1. In the case of tools which are owned by the Client or tools made available on loan, S+P shall only be liable with regard to storage and maintenance to the extent that S+P customarily exhibits in his own affairs. Costs for maintenance and insurance are the responsibility of the Client. The obligations of S+P laid down in this Article 19 shall expire if, once the order is completed and a corresponding request is sent to the Client to collect the tools, the Client does not collect these within 14 days after the request has been made.

2. While the Client does not meet his contractual obligations in full, S+P is entitled to maintain a right of retention with regard to the tools.

Article 20 Uncorrected proofs and press proofs

1. The Client shall check uncorrected proofs and press proofs for composition and any other errors and to return them to S+P with a declaration that are ready for printing. Any changes requested by telephone must be confirmed in writing.

2. Any subsequent notifications of defects for any errors the Client overlooked during his checks of the uncorrected proofs and press proofs shall be excluded, unless the errors were not visible.

3. The Client shall be responsible for any errors in the master copies provided.

Article 21 Confidentiality

1. The Client shall treat as confidential all aspects of the business relationship which are worthy of protection. In particular, the Client shall treat as trade secrets any commercial and technical details which are not apparent and which become known to him in the course of the business relationship. Excluded from the duty to keep confidential are any information or aspects of the business relationship which were already in the public domain at the time of disclosure as well as any information or aspects of the business relationship which are proven to be already known to the contractual partner before they were disclosed by S+P.

The Client shall ensure that his employees will also maintain the justified confidentiality interests of S+P.

2. The reproduction of any documents provided to the Client is only permitted within the scope of the operational requirements and copyright provisions.

3. All documents must not be made available to any third parties, in part or in full, or used outside of the purpose for which they were provided to the Client, without prior written authorisation of S+P.

4. Any procedures which S+P has handed over or communicated to the Client in whatever form must only be used for the purpose intended and/or specified in the contract; a disclosure to any third parties without express agreement by S+P is not permitted.

5. The disclosure of the business relationship with S+P to any third parties, even in part, is only permitted with prior written agreement of S+P; the Client shall ensure that these third parties will be bound to maintain confidentiality by concluding a similar agreement. The Client is only permitted to use his business relationship with S+P for advertising purposes following prior written agreement.

6. The Client shall still be bound by the confidentiality obligations after the end of the business relationship.

7. The Client shall not, directly or indirectly, conduct business transactions with customers of S+P which correspond with the product or service.

Article 22 Applicable law

1. The place of jurisdiction shall be, at the discretion of S+P, the court having jurisdiction at the registered office of S+P or the Client's place of jurisdiction.

2. The law of the Federal Republic of Germany shall apply exclusively to the business relationship with the Client. The UN Convention on the International Sale of Goods (CISG) shall be excluded.

3. Should one or several of these T&C D found to be invalid, this shall not affect the validity of the other provisions. The contractual partners shall endeavour to replace the ineffective clause with a clause which comes as close as possible to the commercial purpose and legal sense of the original wording.

4. The contract language is German.

Article 23 Contact information

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VAT registration no.: DE128244041