

## General Terms and Conditions (GTC)

### 1. Scope

- (1) These General Terms and Conditions of Business apply to all contracts, in particular sales, service and maintenance contracts of MBO Postpress Solutions GmbH, one of its subsidiaries, in particular H+H GmbH & Co KG (hereinafter referred to as "MBO") to its clients ("Customers"), unless otherwise expressly agreed in writing. They also apply to future business relationships, even if they are not expressly agreed again. The version of these General Terms and Conditions of Business valid at the time of conclusion of the contract is decisive.
- (2) Our product offers are aimed exclusively at entrepreneurs. An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their commercial or independent professional activity (§14 German Civil Code, *Bürgerliches Gesetzbuch*, hereinafter referred to as "BGB").
- (3) These General Terms and Conditions apply exclusively. Deviating, conflicting or supplementary general terms and conditions of business of the Customer shall only become part of the contract if and insofar as MBO has expressly agreed to their validity. This requirement of consent applies in any case, for example even if MBO carries out the delivery to the Customer without reservation in knowledge of the Customer's general terms and conditions of business.
- (4) Individual agreements made with the Customer in individual cases (including collateral agreements, supplements and amendments) and the information contained in the order confirmation shall in any case take precedence over these General Terms and Conditions. They must be in writing.
- (5) References to the validity of legal regulations are only of clarifying significance. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these General Terms and Conditions.

### 2. Form

Legally relevant declarations and notifications of the Customer in relation to the contract (e.g. setting a deadline, notification of defects, cancellation or reduction) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.

### 3. Conclusion of Contract

- (1) The offers and price quotations of MBO are subject to change and non-binding. The Customer's order is deemed to be a binding contractual offer.
- (2) Unless otherwise agreed, a contract comes into effect with the written order confirmation of MBO or, in individual cases, with the conclusion of a written contract. In case of orders placed by telephone, either a non-binding offer is made in accordance with Section 3 Paragraph (1) or an order confirmation is sent to the Customer immediately.
- (3) Price quotations are not binding for MBO unless they have been confirmed in writing. Price quotations will be invoiced to the Customer if they do not lead to the placing of an order.
- (4) MBO only provides a guarantee if this has been expressly agreed in the order confirmation.
- (5) The information contained in the order confirmation together with any enclosures shall be conclusive for the determination of performance.
- (6) For the execution of the contract, the legal regulations valid at the time of the order confirmation shall apply. Delivery of the goods in accordance with the commercial terms of the Incoterms in the

currently valid version requires an agreement. In the event of an agreement, the regulations contained therein shall take precedence insofar as they conflict with these General Terms and Conditions.

### 4. Delivery and Transfer of Risk

- (1) Unless otherwise agreed, MBO is entitled to determine the type of dispatch (in particular the transport company, dispatch route, packaging) itself.
- (2) Unless otherwise stated in the order or unless commercial terms in accordance with Incoterms have been agreed, the risk of accidental loss and accidental deterioration of the goods shall pass to the Customer at the time the goods delivered are handed over to the Customer.
- (3) However, in the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the customer upon delivery of the goods to the forwarding agent, carrier or other person or institution designated to carry out the shipment.
- (4) If acceptance has been agreed, this is decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services shall also apply accordingly to an agreed acceptance.
- (5) If the Customer is in default of acceptance, this shall be deemed equivalent to handover or acceptance.
- (6) If the Customer is in default of acceptance, if he fails to cooperate or if the delivery is delayed for other reasons for which the Customer is responsible, MBO is entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this purpose MBO will charge a lump sum compensation amounting to 0.5 % of the order value in EUR per calendar week, beginning with the delivery period or - in the absence of a delivery period - with the notification that the goods are ready for dispatch. The compensation is limited to a maximum of 5% of the order value. The proof of a higher damage and our legal claims (in particular compensation for additional expenses, appropriate compensation, termination) remain unaffected; however, the lump sum is to be offset against further monetary claims. The Customer shall be entitled to prove that we have incurred no damage at all or only a considerably lower damage than the above lump sum. MBO is, however, entitled to dispose otherwise of the goods delivered after the setting and fruitless expiry of a reasonable deadline and to supply the Customer as a substitute within a reasonably extended period.
- (7) Partial Delivery is permissible except it is not reasonable for the Customer considering the interests of MBO.

### 5. Cross-border Delivery

- (1) In the case of cross-border deliveries, the Customer must make all declarations and take all actions necessary for export from Germany and import into the destination country in time to the responsible authorities, in particular to procure the documents required for customs clearance and to comply with the requirements of any export controls or other restrictions on marketability.
- (2) The deliveries are subject to the reservation that there are no obstacles to fulfilment due to national or international regulations, in particular export control regulations and embargoes or other sanctions.
- (3) Delays due to export controls extend delivery times accordingly; any delivery dates are postponed accordingly.

## 6. Delivery Times

- (1) All time limits stated for the delivery of the goods are non-binding unless they are expressly designated as binding. Confirmed orders and delivery dates are in all cases subject to correct and timely delivery to MBO.
- (2) If a binding delivery period has been agreed, it shall not begin to run before the Customer has fulfilled all agreed obligations to cooperate, including those set out in Section 5 a delivery period is deemed to have been met if the consignment is ready for dispatch within this period and the Customer has been notified accordingly.
- (3) Delivery periods will be extended by the duration of the interruption of operations in the event of such circumstances for which MBO is not responsible and which have a considerable influence on the production or delivery of the goods, in particular also in the event of war/warlike actions, confiscation, embargo, natural disasters, industrial disputes, epidemics, pandemics and other circumstances affecting MBO or subcontractors (interruption of operations through no fault of MBO). If a deadline is extended due to such circumstances, the Customer is not entitled to any liability claims against MBO. In case of interruption of operations through no fault of MBO, MBO is also not liable for the duration of the delay.

## 7. Delivery of Software

- (1) If the goods delivered are sold together with an electronic device, MBO grants the Customer a generally non-transferable and non-exclusive right of use to the associated software. This right of use entitles the Customer solely to use the software within the electronic equipment of the goods delivered in accordance with the regulations. The Customer has no right to distribute, reproduce or process the software.
- (2) If the Customer has a legitimate interest in transferring the software to a third party, e.g. in the case of resale, the transfer of the software is permitted by way of exception if the Customer can prove the legitimate interest in transferring the software to a third party while giving up his own use. In this case, the Customer is obliged to contractually oblige the purchaser to observe the rights of the MBO.
- (3) All writings and programmes required for the operation of the goods delivered are regularly the subject of copyrights and industrial property rights and remain the property of MBO.

## 8. Retention of Title

- (1) Until the time of complete and unconditional payment of the purchase price by the Customer, the goods delivered remain the property of MBO. In addition, the retention of title to the goods delivered also continues to exist until all claims arising from the business relationship with the Customer have been settled. Up to this point in time the Customer only exercises the ownership of the goods delivered.
- (2) The goods subject to retention of title may neither be pledged to third parties nor assigned as security before the secured claims have been paid in full. The Customer must inform MBO immediately in writing if an application is made for the opening of insolvency proceedings or if third parties seize the goods belonging to MBO (e.g. seizures).
- (3) The Customer must keep the goods delivered free of any access by third parties at its own expense and notify MBO immediately in writing of any impending access, including access to the Customer's business premises. The Customer must draw the attention of third parties to the ownership of MBO. A change of location of the goods delivered requires the prior written consent of MBO and may only be carried out by employees of MBO or agents of MBO. The Customer must receive the goods delivered

in perfect condition. Furthermore, the Customer must insure the goods delivered at its own expense for the benefit of MBO against damage in transit, installation, machine breakage, fire, burglary and tap water and provide MBO with evidence of the insurance and premium payment on request. The Customer will allow MBO or agents of MBO to inspect the goods delivered and for this purpose to enter the rooms in which they are located and undertakes to provide assistance if necessary without claiming compensation. The Customer will store the property of MBO free of charge. MBO has the right to inspect the goods at any time.

- (4) If the purchase price is financed by a third party (in particular by means of a financial purchase agreement), the reservation of title remains agreed and the rights arising from the contract until payment of the delivery claim for MBO remain in force until the third party is also fully satisfied by the Customer in accordance with the provisions of the financing agreement.
- (5) In case of behaviour of the Customer contrary to the terms of the contract, in particular non-payment of the due purchase price, MBO is entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the reservation of title. The demand for return does not at the same time include the declaration of withdrawal; MBO is rather entitled to demand only the return of the goods and to reserve the right of withdrawal for us. If the Customer does not pay the purchase price due, MBO may only assert these rights if the Customer has previously been unsuccessfully set a reasonable deadline for payment or such setting of a deadline is dispensable according to statutory provisions.
- (6) Until revocation, the Customer is authorised in accordance with (c.) below to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case the following provisions shall apply in addition:
  - a. The retention of title extends to the products resulting from the processing, mixing or combination of the goods at their full value, whereby MBO is deemed to be the manufacturer. If in the case of processing, mixing or combining with goods of third parties their right of ownership remains, MBO acquires co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise the same applies to the resulting product as to the goods delivered under retention of title.
  - b. The Customer hereby assigns to MBO by way of security all claims against third parties arising from the resale of the goods or product, either in full or in the amount of our possible co-ownership share in accordance with the above Paragraph. MBO accepts the assignment. The obligations of the Customer mentioned in Paragraph (2) also apply in consideration of the assigned claims.
  - c. In addition to MBO, the Customer remains authorised to collect the claim. MBO undertakes not to collect the claim as long as the Customer fulfils its payment obligations towards MBO, there is no lack of its ability to perform and MBO does not assert the retention of title by exercising a right according to Paragraph (3) However, if this is the case, MBO can demand that the Customer informs MBO of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore, in this case MBO is entitled to revoke the authority of the Customer to further sell and process the goods subject to retention of title.
  - d. MBO releases the title to the goods delivered at the request of the Customer to the extent that MBO's interest in security ceases to exist. The interest in security will cease to

exist to the extent that the realisable value of the goods delivered exceeds the cover limit of 110 % of the secured claim not only temporarily. It is presumed that the cover limit is reached if the expert estimate of the goods delivered at the time of the request for release corresponds to 150 % of the secured claim. The proof of another realisable value of the goods delivered remains possible.

#### **9. Prices and Terms of Payment, Default in Payment**

- (1) Deliveries are made at the prices stated in the order confirmation and otherwise at the prices announced in the currently valid price lists. Unless otherwise agreed, all prices are ex works / place of dispatch or, for spare and wear parts, ex distribution centre. Unless otherwise indicated, all prices are quoted in euros and do not include packaging, transport, insurance, installation and instruction costs, as well as all state and official taxes and duties including copyright fees and customs duties. If, after the conclusion of the contract, there is any increase in the above-mentioned costs and fees, which in such a case are payable by MBO in accordance with the contract, or if MBO incur or is charged any new or additional costs or payments in respect of the goods or services, the amount of the increase in costs shall be borne by the Customer, who shall immediately reimburse the amount to MBO.
- (2) Unless otherwise agreed, payments are to be made to MBO by wire transfer and without any deduction as stated in the invoice. Instalments and payments by letter of credit are only permitted if they have been expressly granted in the order confirmation. If payment under the contract is made by letter of credit, the Customer shall immediately after conclusion of the contract establish an irrevocable and confirmed letter of credit in MBO's favour, negotiable by sight draft, from a major international bank with a rating of at least BBB (Standard&Poor's) or a comparable rating from another recognised rating agency with a validity period of at least 20 days longer than the last day of the respective shipment or delivery. This letter of credit must be drawn up in a form and under conditions satisfactory to MBO and must expressly permit partial delivery and authorise reimbursement to MBO of any amounts paid in advance by MBO for consular invoices, inspection fees and other expenses to be borne by the Customer.
- (3) The Customer shall be in default if the Customer does not pay within 14 days of receipt of the respective invoices without the need for a separate reminder. In this case, interest on arrears shall be owed in accordance with the statutory provisions. MBO reserves the right to assert further damages caused by default.
- (4) In the event of a delay in payment, interest on arrears shall be deemed agreed at a rate of 9 % points above the respective base rate p.a. Further claims on our part remain unaffected.
- (5) If the Customer is in default of payment, MBO is entitled, notwithstanding the above Paragraph 4, at its own discretion to hold back further software updates or to reduce the performance of the goods delivered by switching off the software or even to prevent the further use of the goods delivered or to withdraw from the contract. Such actions presuppose reasonable period of grace for payment has been set beforehand without success.
- (6) If the Customer has been granted payment by instalments, MBO is entitled to make the entire remaining purchase price due for immediate payment if the Customer is in default with at least two successive payments.
- (7) The maturity of the purchase price is not affected by the assertion of claims for defects, product liability or other claims. The Customer can only assert a right of retention if his counterclaim is based on the same contractual relationship.

#### **10. Defect Claims of the Customer; Rule of Limitations**

- (1) The Customer's rights in respect of defects require that he inspects the goods delivered upon delivery and has notified MBO of any obvious defects without delay. Hidden defects must be notified to MBO in writing immediately after their discovery. The Customer must describe the defects in writing when notifying MBO.
- (2) In case of defective products MBO is entitled at its own discretion to supplementary performance by remedying the defect (repair) or by delivering a faultless product. In case of subsequent performance MBO is obliged to bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs. Personnel and material costs which the Customer claims in this connection are to be charged on a cost price basis. Replaced products become the property of MBO and are to be returned to MBO.
- (3) If MBO is not willing or able to provide subsequent performance, the Customer may, at its own discretion and without prejudice to any claims for damages or reimbursement of expenses, withdraw from the contract or reduce the delivery price. The same applies if the subsequent performance fails, is unacceptable to the Customer or is delayed beyond reasonable time limits for reasons for which MBO is responsible.
- (4) No claims for defects shall arise for defects due to natural wear and tear, improper handling, installation, use or storage or improperly executed modifications or repairs of the products by the Customer or third parties. The same applies to defects that are attributable to the Customer or that are due to a cause other than the original defect.
- (5) MBO does not assume any guarantees, in particular no quality or durability guarantees, unless otherwise agreed in individual cases.
- (6) Customer claims for reimbursement of expenses instead of compensation instead of performance are excluded, unless the expenses would also have been incurred by a reasonable third party.
- (7) Claims for defects are excluded:
  - a. For used machines or other used goods, unless liability for defects is expressly agreed.
  - b. For consumption and wear and tear of materials and parts that are subject to unavoidable and regular wear and tear due to their nature.
  - c. If and to the extent that a malfunction is due to the fact that the Customer has not ensured compliance with the technical framework conditions specified in the documentation and supplementary documentation, or if the malfunction is due to an otherwise improper use of the goods delivered or incorrect operation by the Customer. This applies in particular if additives other than those recommended by the manufacturer, such as lubricants, greases and oils, are used or if changes of any kind or repairs to the goods delivered have been carried out by persons not authorised by MBO and the damage incurred is attributable to this.
  - d. If and insofar as a fault is due to the fact that the Customer does not carry out the prescribed maintenance and care work or does not have it carried out in accordance with the operating manuals.
  - e. If and insofar as the goods delivered may not be imported into the country of destination or operated there due to legal or official regulations. Newly manufactured goods delivered comply with the technical and statutory regulations concerning operational safety or accident prevention in the country where MBO has its registered

office. In addition, the Customer is obliged to check before placing the order whether the goods delivered can be imported into the country of its choice and operated there.

#### **11. Other Liability**

- (1) Unless otherwise provided for in these General Terms and Conditions of Business including the following provisions, MBO shall be liable in accordance with statutory provisions in the event of a breach of contractual and non-contractual obligations.
- (2) MBO is liable for damages - irrespective of the legal grounds - within the scope of liability for culpability in the case of intent and gross negligence. In cases of simple negligence MBO is only liable, subject to statutory limitations of liability (e.g. care in own affairs; minor breach of duty), for
  - a. for damages resulting from injury to life, body or health,
  - b. for damages resulting from the breach of a material contractual obligation (obligation the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the contractual partner regularly relies and may rely); in this case, however, MBO's liability is limited to the compensation of the foreseeable, typically occurring damage.
- (3) The limitations of liability resulting from Paragraph (2) also apply to third parties and in the case of breaches of duty by persons (including in their favour) whose fault MBO is responsible for according to statutory provisions. They do not apply insofar as a defect has been fraudulently concealed or a guarantee for the quality of the goods has been given and for claims of the Customer under the Product Liability Act.
- (4) Due to a breach of duty which does not consist of a defect, the Customer may only withdraw or terminate the contract if MBO is responsible for the breach of duty. In all other respects the statutory requirements and legal consequences apply.

#### **12. Limitation Period**

- (1) Unless otherwise agreed, the period of limitation for claims of defects shall end twelve months after delivery of the goods, in deviation from § 438 sec. 1 No. 3 BGB. If acceptance has been agreed, the limitation period shall commence upon acceptance. The limitation period shall not be renewed or extended by subsequent performance. Warranty claims for the service parts installed within the scope of subsequent performance shall become statute-barred at the latest 12 months after the transfer of risk. Warranty claims for the service parts installed within the scope of subsequent performance shall become time-barred at the latest 12 months after the transfer of risk.
- (2) The aforementioned limitation periods of the law on the sale of goods shall also apply to contractual and non-contractual claims for damages of the Customer which are based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. Customer's claims for damages pursuant to Section 11(2) Clause 1 and Clause 2 as well as pursuant to the Product Liability Act shall become statute-barred exclusively according to the statutory limitation periods.

#### **13. Services**

- (1) With regard to the provision of services such as repairs, adjustment or maintenance work, MBO will carry out these carefully to the necessary extent during our working hours Monday - Friday from 7:00 am to 5:00 pm. MBO reserves the right to decide where these services will be provided. Unless otherwise agreed, transport costs will be borne by the Customer.

- (2) MBO's invoices are based on the service reports to be signed by the Customer on site or, depending on the circumstances, on the respective reports of our repair workshop. Costs for parts, materials and travel/accommodation will be additionally invoiced based on MBO's price list current at the time the service order is placed.

#### **14. Acceptance of Services**

- (1) Services rendered are generally subject to written acceptance by the Customer (signing of the service report and/or acceptance protocol). MBO can demand the partial acceptance of delimitable and economically independent partial services. In this case, the last partial acceptance is considered as the final acceptance.
- (2) As soon as the contractual services or parts thereof have been completed, we will submit the respective service report(s) and/or acceptance protocol to the Customer. The Customer undertakes to declare acceptance immediately, but no later than 1 week after receipt of this document. Acceptance may not be refused in the event of defects which only insignificantly affect the overall functionality. Such deviations will be noted in the acceptance protocol if necessary and corrected in the scope of guarantee. If the acceptance shows considerable deviations from the performance owed, the Customer may refuse acceptance and set MBO a reasonable deadline for the performance under the contract, after which a new acceptance will take place.
- (3) Acceptance (partial acceptance) shall be deemed to have been declared, even if the Customer does not declare it even after expiry of a reasonable grace period or refuses it without sufficient justification.

#### **15. Assignment**

The assignment of the rights and/or the transfer of the obligations of the Customer under the contract require the prior written consent of MBO.

#### **16. Remote Maintenance**

Insofar as the order includes a connection of the goods delivered to our remote maintenance system and the Customer activates remote maintenance there, data will be regularly transmitted by the Customer, which will be used by MBO for problem analysis and fault diagnosis in case of malfunction, for continuous quality improvement of the goods delivered and for purposes of Customer relationship management as well as for other purposes such as benchmarking and consulting services for third parties. The data in question are primarily machine- and device-specific technical data, e.g. software status, totaliser status, licences, press configuration and technical job data, e.g. paper format, production times and speeds, and the number of waste sheets. Business management job data and personal data are not transmitted. MBO is entitled to pass on the data to third parties in anonymised form. With the order of the goods delivered the Customer expressly agrees to the above described collection, transmission, storage and use of the data by MBO.

#### **17. Patents, Trademarks, etc.**

- (1) MBO is not responsible to the Customer for alleged infringements of patent, utility model, utility model, trademark, copyright or other industrial or intellectual property rights in connection with the goods or services, unless we are guilty of intent, gross negligence or breach of main contractual obligations, except that in such a case MBO will use its best efforts to obtain permission to use the goods of the rights holder or allow the Customer to withdraw from the contract. None of the provisions contained herein shall be deemed to be a transfer of any patent, use, trademark, utility or copyright rights in the goods; all such rights should be expressly reserved to their true and lawful owner.

- (2) Insofar as MBO holds intellectual property rights, including patents, utility models, trademarks, copyrights, design patents, know-how, business secrets or other industrial property or prohibition rights to the contractual services (goods or services), acquires them in the course of the execution of the contract or licenses them in from third parties for the performance of the contractual services, these industrial property rights remain with MBO or the third party and only the contractual rights of use are granted to the Customer.
- (3) MBO is not liable for the protectability or the existence of the industrial property rights of the contractual services.
- (4) MBO assures that it is not aware of any third-party industrial property rights in the services covered by the contract. Any liability that the contractual services are free from the property rights of third parties is excluded.

#### **18. Compliance**

The Customer is obliged to take necessary and appropriate measures to prevent corruption. In particular, the Customer undertakes not to offer, promise or grant, or offer, promise or allow to be granted, any benefits or other advantages (e.g. money, gifts of monetary value and invitations which do not have a predominantly operational character, such as sports events, concerts, cultural events) to employees and members of the executive bodies of MBO.

#### **19. Re- / Export**

The Customer may not export, re-export, tranship or make available to third parties outside the Customer's country any products, including software, parts, technical information / data and documents related to the Agreement, either directly or indirectly in violation of applicable export control laws, rules and regulations promulgated and administered by the competent government.

#### **20. Cancellation**

If the Customer withdraws from the order or if MBO agrees to the request for cancellation of a contract already concluded without any legal or contractual obligation to do so, MBO can demand 10% of the purchase price plus any applicable value added tax for the costs incurred in processing the order. The Customer reserves the right to provide evidence of a lower damage. This does not grant the Customer the right to cancel the contract. In particular, products that are manufactured exclusively and specifically for the Customer and cannot be sold elsewhere cannot be cancelled after production has begun.

#### **21. Data Protection, Confidentiality**

- (1) The personal data provided in the context of the conclusion of the contract, in particular name, address, telephone number, bank data, which are necessary and required solely for the purpose of the execution of the contractual relationship arising, are collected on the basis of legal entitlement.
- (2) The Customer undertakes to properly store all personal documents as well as business and operating documents made available to him, and in particular to ensure that third parties cannot gain access to them. The documents made available are to be returned to MBO during the term of the contract upon request and after termination of the contract without being asked.
- (3) In the course of the execution of the contractual relationship the Customer may gain access to business and trade secrets of the Customer as well as to personal data about employees, Customers or business partners of MBO. The Customer will treat such confidential information and personal data with the utmost care and confidentiality, will use the data only for the purpose of fulfilling this contract and the individual contract for work and services in accordance with the instructions given to it by MBO

for this purpose and will not make such data available to third parties in any form or manner, either in whole or in part. When handling personal data the Customer shall observe the applicable provisions of the Data Protection Act and in particular take appropriate organisational measures to prevent unintentional alteration, destruction or disclosure of the data. The Customer shall ensure that personal data on data carriers is deleted before further use. MBO has the right to convince itself of the measures taken to ensure data security at the Customer's premises. The Customer will impose on its employees, agents and subcontractors the obligations in respect of confidentiality and data protection by agreement and instruction and will be responsible for their fulfilment.

- (4) MBO always retains the property rights and copyrights to price quotations, drawings and system concepts and to any documentation supplied. Any duplication or transfer to third parties is only permitted with the express written consent of MBO. Data carriers, documents and records, printed matter and other business papers or documents of third parties owned by MBO which come into the possession of the Customer during the execution of a contractual relationship as well as documents which are individually prepared for the Customer within the framework of a contractual offer are to be returned to MBO upon request after the execution of the contract. At the request of MBO the Customer is also obliged to hand over to MBO the relevant documents at any time, i.e. also before acceptance.
- (5) The Customer has no right of retention to the above-mentioned documents unless the claims of MBO on which the right of retention is based are recognised by MBO or have been legally established. The Customer is also in this respect obliged to make advance payments until the completion of the services owed by him.

#### **22. Final Provisions**

- (1) For the Terms and Conditions of Business between MBO and the Customer the law of the Federal Republic of Germany shall apply with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and German International Private Law.
- (2) The exclusive place of jurisdiction for all disputes arising from the business relationship between MBO and the Customer is the court which is competent for the registered office of MBO in terms of subject matter and location. MBO is also entitled to bring an action at the place of business of the Customer and at any other legally permissible place of jurisdiction. Mandatory statutory provisions concerning exclusive places of jurisdiction remain unaffected by this provision.
- (3) Place of performance for all services of the Customer and MBO is the registered office of MBO.
- (4) Should any provision of these General Terms and Conditions of Business be or become invalid or unenforceable in whole or in part, or should there be a gap in these General Terms and Conditions of Business, the validity of the remaining provisions shall not be affected thereby.

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