



General terms and conditions for the Büttenpapierfabrik Gmund GmbH & Co. KG

As of January 2021

I. Scope of Application

1. Websites of the Büttenpapierfabrik Gmund are aimed at entrepreneurs as well as private users.
2. These General Terms and Conditions of Sale (AGB) shall apply exclusively to all our deliveries and performances as well as all contractual obligations within the meaning of section 311 para. 2 and 3 German Civil Code (BGB). We do not consent to any terms and conditions of sale contrary to or diverging from our terms and conditions of sale, even to the extent that such terms and conditions were presented to us, except, where we explicitly approved them in writing. In relation to entrepreneurs these AGB shall apply to all future obligations created by legal- and similar transactions.
3. By accepting our deliveries and performances entrepreneurs also accept our terms and conditions of sale as binding. For the rest and to be binding, all agreements including side agreements must be made in writing to the extent that they diverge from our terms and conditions of sale.

II. Offers, Concluding a contract

1. Our offer for goods and products on the websites of www.gmund.com shall be without obligation. It shall not be binding on us, we do not accept any procurement risk. We reserve the right to stop carrying certain products or to replace them, to change prices and other conditions as well as product properties.
2. Images displayed on the screen are merely optical approximations and may, for technical reasons (e.g. screen calibration), differ (in colour, structure, surface, effects) to some degree. The right to perform technical- and other alterations of individual goods is reserved insofar as the quality of the goods is not considerably adversely affected and to the extent that the customer can reasonably be expected to accept such alterations.
3. Indications, images, drawings, declarations of weight or measurements and other technical data as well as other technical standards or data referred to such as E-, German Institute for Standardisation Standards (DIN), Association for Electrical, Electronic & Information Technologies Standards (VDE-Standards) or data contained on our websites, data carriers and in other sales documents do not constitute a guarantee (warranty) but merely give an indication of quality of the goods, which shall be subject to change until the contract is concluded. Any technical data contained in the offer shall not constitute a guarantee unless explicitly referred to as guarantee or warranty, for the rest they shall only constitute an indication as to the quality of goods. Moreover, we refer to clause IX para. 5.
4. When placing an order, the customer chooses the article he intends to purchase and puts it in his electronic shopping cart. He may adjust his entry until he clicked the button "order with obligation to pay", by correcting his entries in the designated text fields e.g. his delivery address under his "order

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progress" or by clicking the "back" button in the shopping cart (not the browser's "back" button) in order to edit type or quantity of the items to be ordered.

5. By clicking the "order with obligation to pay" button in the shopping cart, the customer submits a binding offer. Upon his order, the customer shall promptly receive confirmation of receipt of the order per e-mail. The contract shall be concluded by (I) delivery of the goods or performance or (II) our order confirmation, whichever occurs first.

6. We shall keep a copy of the customer order for our documents. The customer shall not have access hereto. He may however print out his order for his own documents by clicking the button "print" in his browser before submitting the order.

7. Any changes of the purchase order by the customer after the contract was concluded, shall be subject to our written consent and may result in changing contractual terms, in particular in changing prices.

8. Contractual language shall be German.

III. Prices, Terms of Payment, Cost Bearing Agreement

1. In the absence of any written price agreements to the contrary, the total prices displayed on our website shall be final prices in Euro including the applicable Value Added Tax as in force from time to time and excluding any costs for shipping and handling.

2. Cost of returning the goods: Where a customer is a consumer and where he exercises his right to withdraw [Link Instructions on Withdrawal], he shall bear the costs regularly incurred when returning the goods (e.g. fees charged by the Deutsche Post AG or other parcel service providers). Where the customer exercises his right to withdraw, we will reimburse him the costs for shipping and handling incurred for sending him the goods in the amount corresponding to the cheapest option for standard shipment.

3. In the absence of any separate written agreements, our invoices shall be immediately due and payable.

4. Payment of the price may be made per credit card or PayPal. Other payment methods, in particular check or cash payments cannot be processed and shall not discharge from the duty to pay the price.

5. The customer shall be barred from any set off except against undisputed debt or against claims which have become res judicata. The customer shall not be entitled to a right of retention except for retention against counterclaims arising from the identical contractual relationship.

6. Our obligation to perform shall be suspended as long as the customer is in default of payment. This shall be without prejudice to our rights under section 321 BGB (German Civil Code).

7. Default Interest for default of payment by entrepreneurs shall amount to 8% above the basic rate of interest. Moreover, we shall be entitled to charge € 5,00 for every reminder or warning letter after the date of default; the customer shall be entitled to prove lower dunning costs. In any case, we shall be entitled to claim higher damages, where so established.



IV. Execution in accordance with Customer Specification

1. Provisions:

Where you furnish models, drafts or samples for execution purposes, you shall be responsible for the models, drafts or samples you furnished. You shall not furnish any models drafts or samples except such, for which you hold the rights (in particular marks, copyright and industrial property rights) and which do not infringe any third party rights. You shall inquire about any proprietary- and copyrights and upon any doubt you shall refrain from furnishing such material. You therefore declare and warrant to the Büttenpapierfabrik Gmund that you are the sole holder off all rights (in particular marks- and copyrights) in all models, drafts or samples furnished by you or that you are otherwise entitled (e.g. by way of effective permission by the rights holder) to use these for the purpose of this order.

We shall store any models, drafts or samples furnished for six months as of delivery of the last order produced with these items. Subsequently they shall, at customer's option, be returned to the him at his expense or they shall be destroyed.

2. Approval of Masters/Models for Execution:

You shall examine and communicate to us your approval of any masters/models we furnished to you. Any necessary rectifications shall be communicated to us in writing and without delay. The master/model approved of by the customer shall be the binding basis of our execution of the order.

3. Quality:

The order shall be executed in accordance with the state of the art within the bounds of the technically necessary material- and process related tolerances and in commercial quality, unless particular standards of execution were agreed upon with the ordering party in an individual case.

4. Acceptance:

The customer shall be under the obligation to accept a work produced in conformity with the contract, which is ready for acceptance, no later than (3) working days after being placed at his disposal. The work shall be deemed accepted, if, within this period, either notice of acceptance is not given or if we do not receive any complaint (the date of posting shall be decisive). When placing the work or performance at the disposal of the customer, Büttenfabrik Gmund shall once more inform him about the consequences of failing to give notice of acceptance within this period. A particular procedure for the acceptance of performance shall prevail to the extent to which the parties have agreed upon such procedure.

V. Time of Delivery, Receipt of goods

1. In particular when executing larger orders, we shall be entitled to partial deliveries to the extent that the customer can reasonably be expected to accept such partial deliveries.

2. Agreements on delivery times shall be reached individually (or shall be specified by us during the order transaction respectively). Delivery dates not explicitly stipulated as binding shall be non-binding. Where payment is made by advance payment, the period for delivery shall begin on the day after which the customer has placed the payment order with hit credit institution or, in case of other types of payment, on the day after the contract was concluded (clause II). Even adherence to binding delivery dates shall be

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subject to correct and timely supply of required materials to us. Failing to observe these duties shall not constitute a breach of contract, if we can show that we have concluded a corresponding hedging transaction with our supplier in due time and if we can furthermore show, that he did not adhere to the delivery date agreed upon with us. We shall, without delay, notify about any signs of delay.

In any case, adherence to delivery dates shall be subject to timely supply of the necessary provisions for the production of the work and/or declarations by the costumer, e.g. if necessary, supply of details and notices of approval to be communicated by the customer in good time and – insofar as agreed – receipt of the down payment.

3. Where the costumer defaults in acceptance, we shall be entitled to claim any damages resulting thereof and any additional expenses thereupon incurred. The same shall apply, if, the costumer culpably fails to comply with his duty to cooperate. The risk of accidental deterioration or accidental loss shall pass to the customer at the time when he starts to be in default as obligor or in default of acceptance.

VI. Passing of Risk, Shipping

1. In the absence of agreements to the contrary and at the costumer's request, the goods shall be shipped to the address he desired. (Sales shipment pursuant to section 447 BGB). Where the order is executed according to customer specifications, the risk shall pass at the time of acceptance of the goods, except where the customer is in default of acceptance.

2. Where shipment is delayed due to circumstances for which the customer bears the responsibility, the risk shall pass to the customer on the day on which notice of readiness for shipment is given.

3. The customer shall, without prejudice to his rights under clause IX, accept goods delivered to him, even if they show insignificant defects.

VII. Retention of title

1. We retain title to the delivered merchandise until full payment has been received for it. The retention of title shall also apply to merchandise delivered by us to a consignment warehouse at the customer's premises.

2. Until and unless explicitly revoked, we consent to allow resale of the delivered merchandise under retention of title in the ordinary course of the customer's business. We shall be entitled to revoke such consent if the customer defaults on payment to us. The customer hereby assigns to us in advance, by way of security, all claims of the customer against third parties arising from the resale of the merchandise subject to retention of title, including all ancillary rights. This assignment shall apply regardless of whether the merchandise subject to the contract has been resold without or after further processing. We hereby accept this assignment. However, the assignment shall only apply to the amount corresponding to the price invoiced to the customer for the merchandise subject to retention of title. The share of the claim assigned to us shall be satisfied with priority. In the event of default in payment or in the event of other legitimate interests (cessation of payments, application for insolvency proceedings, etc.), we shall be entitled to revoke the customer's authority to collect and to notify the third parties, who are to be named to us by the customer, of the transfer of the claim and to assert the assigned claim in our own name. In

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order to collect the claim, the customer shall be obliged to provide us with the necessary information on its customers and to hand over such documents and records as may be required for this purpose.

3. Any processing or transformation (treatment) of the merchandise by the customer shall always be carried out on our behalf. If the merchandise subject to retention of title is processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the merchandise subject to retention of title to that of the other processed items at the time of processing. In the event of sale by the customer to third parties, the above provision in Section VII. 2. shall apply mutatis mutandis to the item created by processing and co-owned by us.

4. If the merchandise is inseparably mixed or combined with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the merchandise subject to retention of title to the value of the mixed or combined items at the time of mixing or combination. If the mixing/combination takes place in such a way that the customer's item is to be regarded as the main item, it shall be deemed agreed that the customer transfers co-ownership to us on a pro rata basis. The customer shall hold the solely owned or co-owned property thus created in safe custody for us. In the event of sale by the customer to third parties, the above provision in Section VII. 2. shall apply mutatis mutandis to the item resulting from mixing or combination and co-owned by.

5. As soon as and to the extent that the realizable value of the securities existing for us exceeds our claims by more than 10% in total, we shall be obliged, at the customer's request, to release existing securities in excess thereof at our discretion.

6. The customer may neither pledge the merchandise subject to retention of title nor assign it to third parties as security. In the event of seizure or other interventions by third parties, the customer must notify us immediately in writing and inform the attaching creditor of the existing reservation of title or our co-ownership. Transfer by way of security and transfer or pledging of the expectant right is not permitted.

7. In the event of breach of contract by the customer, in particular in the event of default in payment, we shall be entitled to take back the purchased merchandise. If we take back merchandise from entrepreneurs, this shall constitute a withdrawal from the contract and, if we have threatened the sale with a reasonable period of prior notification, we shall be entitled to monetize this merchandise in the best possible way by private sale. We shall offset the proceeds of the sale, minus reasonable costs of realization, against the customer's liabilities.

8. If we are entitled to take back the merchandise, the customer is obliged to allow one of our employees to take inventory of the existing reserved merchandise.

9. The customer shall be obliged to treat the merchandise subject to retention of title with care as long as it is our property. In particular, he shall insure the merchandise at replacement value against risks of damage or destruction due to fire, water and theft. Proof of insurance coverage shall be provided to us upon request. Claims for compensation due to damage to or loss of the reserved merchandise to which the customer is entitled against third parties are hereby assigned to us on a pro rata basis.

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10. If the customer is a consumer, he shall pay compensation for any deterioration of the merchandise due to its intended use prior to exercising his right of revocation. The obligation to pay compensation shall not apply if the consumer does not use the merchandise as if it was his own property and refrains from doing anything that might impair its value, or if the deterioration is exclusively attributable to the inspection of the merchandise.

VIII. Right to Withdrawal

We hereby make reference to the statutory right to withdrawal for consumers.

The right to withdrawal shall be precluded, where the goods are manufactured according to your customer specifications or where they are tailored to your personal desires.

IX. Warranty for Defects

1. In the absence of any subsequent provisions to the contrary, the statutory provision shall apply to all buyer's rights in case of defects of quality and defects in title (including wrong- and short shipment) as well as improper assembly or faulty assembly instructions.

2. Where merchants (Kaufleute) within the meaning of the Commercial Code assert warranty claims, such claims shall be subject to compliance with their duty to examine and to give notice of defects pursuant to section 377 German Commercial Code (HGB).

3. The customer may not expect the goods to be fit or suitable for any use exceeding or varying from customary use or a quality that is not the standard in other goods of the same kind, except where such expectation arises from an agreement to this effect or from public statements within the meaning of section 434 para. 1 sentence 3 BGB.

4. Where goods are defective, we shall, as supplementary performance and at our discretion, have the right to choose, whether to remedy the defect or to deliver goods free from defects, insofar as the contract is made with a trader within the meaning of sec. 14 BGB. The customer shall grant a reasonable period for supplementary performance. The customer shall not be entitled to any further statutory warranty rights before we failed or unjustifiedly refused supplementary performance or before we did not comply with a time limit for supplementary performance. Supplementary performance shall not be deemed to have failed before the second unsuccessful attempt.

5. We shall be liable for claims for damages arising from defects pursuant to clause X.

6. The period of limitation for warranty claims shall be subject to the statutory provisions. However, the period of limitation for damage claims shall be one year, in each case counting from the statutory beginning of the period of limitation, except where the defect was concealed fraudulently. This short period of limitation shall not apply to claims based on intent or gross negligence, for damages arising from injury to life, body or health, as well as for claims under the German Product Liability Act (Produkthaftungsgesetz).

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7. To the extent that we refer to specific producer warranty terms and periods on our websites, these specific provisions shall take precedence in relation to our customer as well. However, we shall not accede to producers' guarantees except where explicitly so agreed with the customer.

X. Liability

1. We shall, without limitation, be liable in accordance with statutory provisions for: damages to life, body and health; gross negligent or intentional breach of duty and damages under the German Product Liability Act (Produkthaftungsgesetz). In the event of a negligent breach of a material contractual duty, that is a duty, whose performance is of fundamental importance for the contract and on whose performance the contractual partner relied upon and legitimately could have relied upon, our liability shall be limited to damages which, at the time when the contract was concluded, were typical and foreseeable. To the extent to which we have issued a guarantee as to quality and/or durability, we shall also be liable by virtue of and to the extent of this guarantee.

2. Any further liability shall be precluded without consideration for the legal nature of the asserted claim, this shall in particular apply to tortious claims or claims for reimbursement of futile expenses in lieu of performance as well; all this shall be without prejudice to our liability for default. To the extent to which our liability is precluded or limited, this preclusion or limitation of liability shall apply to our salaried employees, staff, agents and persons whom we use to perform our obligations as well. This shall be without prejudice to any strict liability pursuant to statutory provisions.

3. The liability regime under this clause X shall apply to obligations similar to legal transactions within the meaning of section 311 para. 2 and 3 BGB.

XI. Copyright

1. We shall reserve title, trademark-, industrial- and copyrights in any catalogues, even catalogues on data carriers and in electronic media, in documents and in other supplements to our offer. Any type of use of the aforementioned documents, in particular use of any drawings, designs and logos therein contained, requires our prior consent.

2. We shall retain title to any means of production, even if pro rata contributions to costs are charged. There shall be no duty to surrender any such means of production – even for duplicates.

3. We reserve the right to place our company name, company sign or logo on our delivery in accordance with corresponding practice as well as rules and regulations.

XII. Online Dispute Resolution according Art. 14 Abs. 1 ODR-VO and § 36 VSBG

The EU provides a platform for Online Dispute Resolution which you can find under this web address: <https://webgate.ec.europa.eu/odr> We are not obligated to take part in an Online Dispute Resolution and we are not willing to take part in it.

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XIII. Data Protection

Customer data shall not be collected except and to the extent to which this is required for handling the contractual relationship. You can find further information about the type and the extent of processing and use of personal data in our privacy statement.

XIV. Place of Performance, Law Applicable and Jurisdiction

1. The place of performance for deliveries, payments and jurisdiction in relation to merchants within the meaning of the Commercial Law, legal entities or bodies corporate under public law or an institution or organization operating on special funds or assets under public law is presumed to be the registered office of the Büttenpapierfabrik Gmund as indicated in our declaration of offer and acceptance respectively. The latter shall also apply, where the customer does not have a general place of jurisdiction in Germany or where his/her/its legal residence/registered office or habitual residence is not known at the time legal action is filed.

2. This contract shall be governed by the law of the Federal Republic of Germany excluding conflict of law rules. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.