

General Terms and Conditions of Sale

1| General

The following General Terms and Conditions (hereinafter called T&C) only apply to entrepreneurs as defined by the German Civil Code (BGB), 14. They are an integral part of all contracts and agreements concluded with us. By accepting these T&C, the Purchaser declares that he/she has no objections, confirms their validity for all contracts and for all subsequent transactions and accepts these T&C by the time of receipt of goods or other services. We hereby declare our disagreement with any general terms and conditions of the Purchaser which may deviate from our T&C, even if the Purchaser has informed us of them through written confirmation or in any other way. Our receipt of payments and fulfilment of services, as well as supplying goods without reservation of title do not imply recognition any deviant provisions. If nothing else results from these T&C, the terms and definitions of INCOTERMS 2000 shall apply.

2| Offers and Contracts

Our offers are subject to change without notice; a contract is deemed to be concluded only by our written order confirmation or if orders have been executed by us. Changes, additions and/or the cancellation of the contract require a written consent form. This form is also required for a waiver of the written form requirement itself. The Purchaser's declarations after the conclusion of the contract are only effective if they are made in writing. We reserve our property rights and copyright on samples, recipes, drawings and other documents. They shall not be made accessible to third parties. Before disclosing such information to third parties, the Purchaser shall ask our explicit written consent.

3| Prices and Terms of Payment

Pricing is ex works, without added cost for packaging plus and without applicable statutory value added tax. Payments shall be made without any deductions and free of transaction charges, to the account designated by us. If nothing else is agreed in writing, the purchase price is to be paid at the time of delivery. The deduction of a cash discount requires our special written agreement. The Purchaser may subtract only those receivables which are undisputed or legally established. For deliveries to be made two months or later after the conclusion of the contract, we reserve the right to invoice price changes due to changes in manpower costs, material costs and distribution costs.

4| Place of Performance and Transport Insurance

The place of performance is our business location. Unless indicated otherwise in the order confirmation, delivery "ex works" is assumed. All risks are transferred to the customer at the moment when the products are handed over for shipment. This is also true for freight-free deliveries. If desired by the Purchaser, we can cover the delivery with transport insurance. Transport packaging and all other packaging will not be taken back, according to packaging regulations, with the exception of returned Euro Pallets. The Purchaser is obligated to organize disposal of the packaging at its own cost.

5| Delivery and the Purchaser's Obligation to Cooperate

The scope of our delivery obligation is only as described in this contract. We reserve the right to change the material, form and colour due to improvement of our technology or due to legal requirements, as far as the changes are not significant or otherwise unacceptable to the Purchaser. If partial deliveries are reasonable for the Purchaser, they can be made and invoiced. The specified delivery periods are only valid if the Purchaser duly cooperates in the scope of the contract. The agreed delivery period shall be extended by the period of time that the Purchaser needs to examine our samples, proofs, etc., up to the point at which we receive the Purchaser's final statement. Our compliance with our delivery obligation requires the Purchaser's timely and proper fulfilment of its obligations. If our reliable supplier does not supply us with the respective goods ordered by us, we shall be released from our delivery obligation and can withdraw from the contract. If it turns out, after the conclusion of the contract, that the Purchaser has not provided a sufficient guarantee of its ability to pay and that our receivables are at risk, we shall be entitled to refuse the delivery until the Purchaser has paid or provided some form of payment security. If the payment or guarantee is not made within 12 working days, we shall be entitled to withdraw from the contract. If the Purchaser is delayed in retrieving, accepting or picking up the ordered goods, or if a delay in the shipment or delivery occurs that is the Purchaser's fault, we shall be entitled—without prejudice to our possible other claims—to demand a lump sum of storage costs customary for the storage location, regardless of whether we store the goods in our warehouse or with third parties. If the Purchaser thinks that no losses occurred to us or the loss or damage was less than estimated, it has to provide

evidence for such a claim. On-call orders shall be accepted and paid within 12 months after the contract conclusion, at the latest, unless expressly agreed otherwise.

6| Delays in Delivery

If the agreed delivery period is delayed because of circumstances not controllable by us or our suppliers, the delivery period shall be correspondingly prolonged. In such circumstances, we will immediately notify the Purchaser. If the circumstances impeding the delivery last longer than one month after the expiry of the agreed delivery period, each contract party will be entitled to withdraw from the contract. Further claims because of delivery delays that we are not responsible for are excluded. In the event of delivery delay, the Purchaser is entitled to demand a flat-rate compensation amounting to 0.5% of the delivery value for each completed delivery, up to a maximum of 5% of the delivery value, provided that the Purchaser proves that it has suffered a loss because of the delay. Furthermore, the Purchaser can also set us an appropriate grace period in writing, which shall be no fewer than 15 business days. Should the grace period expire, the Purchaser is entitled to withdraw from the contract or claim damages due to non-performance. The Purchaser's claims for damage and losses due to a delayed delivery, as well as claims for damages in lieu of performance, that exceed the above mentioned flat-rate are excluded in all cases of delivery delays, even after the expiry of a deadline set us by the Purchaser. Paragraph 2 shall not apply if the delay is based on intent, gross negligence, or on a substantial breach of duty. For fixed-date commercial deals, Paragraph 2 is not applicable either. A fixed-date deal or transaction requires an explicit written approval by our management. In any case, our liability for damages is limited to foreseeable, typically occurring damage. A change in the burden of proof to the disadvantage of the buyer is not associated with the above regulations.

7| Reservation of Ownership

Products delivered by us remain our property until all our receivables from the Purchaser arising from the business relationship, including future receivables from simultaneous or subsequently concluded contracts, are paid by the Purchaser. The latter provision also applies to cases in which receivables are taken into a current account and the balance is stricken and accepted. The customer is entitled to sell or to process the goods in the normal course of business. Any goods processing is deemed to be made for us for free and incurs no cost for us; this processing does not result in any obligations for us. In the case of processing, combining or mixing of the goods subject to our retention of title with other goods, we automatically acquire co-ownership of the new produced item, with the following shares: in the event of processing, we assume ownership to the ratio of the value of our goods (i.e., invoice gross value including incidental expenses and taxes) to the value of the new thing; in the event of mixing or combination, we assume ownership to the ratio of the value of our goods to the value of the other goods. The Purchaser hereby assigns to us all its receivables due from its buyers or third parties arising from the resale of our goods. The Purchaser is authorized to collect these receivables after they have been assigned. Our authority to collect the claims ourselves remains unaffected; however, we will not use this right, as long as the Purchaser duly fulfils its payment obligations and other obligations. Upon our request, the Purchaser shall inform us on the assigned receivables and the respective debtors, supply all details required for the collection, to hand over the relevant documents and inform the debtors of the assignment. If the Purchaser acts in breach of the contract, especially in the case of delay in payment, we are entitled to withdraw from the contract and to take the goods back. For the purpose of taking back the goods, the Purchaser shall give us irrevocable permission to enter its business and storage rooms and to take the goods without hindrance. As long as the retention of title exists, the Purchaser is not entitled to assign or to pledge our goods, or things produced from them, without our consent. The conclusion of financing contracts (for example, leasing) which includes transfer of our reserved rights requires our prior written consent, unless the contract obligates the financing institution to directly pay us the purchase price share that we are entitled to. In the event of pledging or other intervention by third parties, the Purchaser must notify us in writing immediately. It is prohibited for the Purchaser to enter agreements with its customers which may affect and impair our rights. Insofar as the realizable value of the securities exceeds that of the receivables to be secured by more than 20%, or their nominal amount by more than 50%, we undertake to release the securities of our choice that we are entitled to upon the Purchaser's request.

8| Product Information

Our information about our products and processes is based on extensive research and experience in technical applications. We provide these results in writing to the best of our knowledge; however, we do not bear liability for them beyond that which is implied in the respective individual contract. Furthermore, we reserve the right to make technical changes in the course of product development. However, this does not release the user from the responsibility of testing our products and processes on their suitability for individual application. The Purchaser's

application data are only decisive if we have confirmed to the Purchaser in writing, at the time at which we conclude the contract, that the delivered products are suitable for the use intended use by the Purchaser. This also applies to the safeguarding of third parties' rights as well as to applications and processes.

9| Dimensions and Tolerances

We are entitled to deviations in delivery quantities caused by production, up to 10%. In the event of a delivery consisting of fewer than 500 pieces or of a particularly difficult design, higher tolerances up to 20% are allowed, if not separately agreed otherwise. Job orders are carried out in accordance with the general state of the art, in the context of normal commercial quality and technically necessary tolerances caused by the material and packaging, if no other special design standards are agreed upon in individual cases. Deviations in colour, selection, weight, piece length, etc., usual for the industry do not entitle the Purchaser to complaints. For over-deliveries or short deliveries, the following tolerance limits shall apply: +/- 10% of the specified weight for order batches up to 5 t. +/- 500 kg for order batches over 5 t. Size tolerances: +/-0.5 mm tolerance for rectangular cuts and + 15 mm / - 0 mm tolerance for non-rectangular cuts and large formats. Width tolerances: +/- 0.5 mm for roll goods. Thickness tolerances: +/- 10% for film thickness below 200 my, +/- 7% for thickness between 200 and 400 my and +/- 5% for 400 my thickness.

10| Defects

Regarding material defects, the Purchaser shall first examine the goods, and, in the event of defects, submit its complaint in accordance with Section 377 of the German Commercial Code (HGB). The Purchaser cannot derive any claims or additional rights from material defects which do not impair the value and the suitability of the product for the use that has been made known to us, or which impairs it only to an insignificant extent. Deviations in the quality of the raw materials and auxiliary materials may not be contested, as long as they are declared as permitted in the delivery terms of the paper, paperboard and plastic industry; the same applies to the quality deviations in printing, if these deviations are caused by differences between the final proof and print run because of the printing technology. No warranty is borne for fade resistance or variability of colours. Design standard tolerances, in particular in the event of a colour deviation, cannot be the reason for a complaint. For the templates and films provided by the Purchaser, any warranty is excluded. If there are special requirements with respect to packaging according to the law, regulation or tender, the Purchaser must explicitly state them to us. If the goods have a material defect at the point of risk transfer, we are first entitled to remedial actions. Our remedial actions can be the rectification of the defect or a substitute delivery, as per our choice. The costs of the remedial actions, and in particular, transport, travel, labour and material costs, will be borne by us, so long as the costs do not increase as a result of bringing the purchased goods to a location other than the place of performance. If the remedial actions fail, the Purchaser is entitled either to withdraw from the contract or to demand a price reduction. The period of limitation for defective material claims concerning our products is 12 months from the date of delivery. This period of limitation does not apply if longer periods are prescribed by Sec. 438 I No. 2 (BGB), Sec. 479 I (BGB) and Sec. 634a I (BGB-German Civil Code). Prior to sending the goods back, the Purchaser shall ask our consent. We are liable for material defects only in the case of intent, gross negligence or explicit establishment of a guarantee. If the Purchaser can claim compensation of damages due to our non-performance, our liability for damages is limited to foreseeable, typically occurring damage in the scope of Paragraph 3. For the rest, Paragraph 12 shall apply to claims for damages. Any other or further claims of the Purchaser due to a defect are excluded.

10.1| Defects of a Special Kind

The Purchaser can claim compensation for defects resulting from improper storage no later than 2 working days after receipt of the delivery. The goods supplied by us undergo a goods output inspection and are properly packaged and stored. In particular, the goods shall be examined for visible transport damage; in the event of such damages, it shall be noted in the carrier's consignment note. In such a case, the damage note shall be acknowledged by the driver (bearer). Notices of defects of this kind also require a written form. In rare cases, due to technical conditions in the course of production, a small number of faulty parts cannot be fully excluded (maximum 4% per batch size). For such cases, complaints or notices on defects are excluded. Parts of this kind can be separated from the rest of the delivery; they shall be corrected upon request of the ordering party. Only if the Purchaser provides evidence that we sent the faulty parts are we obliged to remedy these defects. A notice of such defects requires a written form. Notices of defects in such faulty parts can be sent to us no later than 12 months after their delivery.

11| Other Kinds of Liability for Damages

Any further or other liability for damages, going beyond the provision of Paragraph 10, is excluded, regardless of the legal nature of the asserted claim. In particular, this applies to claims for damages from culpa in contrahendo, due to other breaches of duty, or due to tort liability claims for compensation for damages in accordance with Paragraph 823 of the German Civil Code. This does not apply to the cases of mandatory liability, e.g., in terms of the Product Liability Act, in cases of intent, gross negligence or due to a breach of essential contractual obligations. The claim for damages for the infringement of essential contractual obligations is, however, restricted to typical contractual and predictable damages, unless they are caused by intent or gross negligence or result in injury of life, body or health. A change in the burden of proof to the disadvantage of the Purchaser is not associated with the above regulations. As far as the liability for damages toward us is excluded or limited, this also applies to the personal liability for damages of our employees, representatives and agents. If the Purchaser is entitled to a claim for damage under Paragraph 11, the claim shall become statute-barred upon expiration of the limitation period applicable for the claims for material defects in newly manufactured products and equipment, as defined in Paragraph 10. In the event of claims for damage under the Product Liability Act, the statutory periods of limitation shall apply.

12| Materials Provided by the Purchaser

The material provided by the Purchaser shall be of the right quality and quantity and delivered to us free of charge. In the case of large items, the Purchaser shall reimburse the storage costs incurred to us. If the Purchaser provides us raw materials and auxiliary materials, the packaging material and the waste by trimming (including punches and the like) as well as inevitable waste caused by the printer setting and the print run, remain the property of the Purchaser. The Purchaser is obligated to take these materials back at its own expense.

13| Copyright, Other Industrial Property Rights, Tools and Samples

The Purchaser bears full responsibility for ensuring that the use of product samples, print templates, etc., provided by the Purchaser or manufactured according to data given by the Purchaser will not infringe any rights of third parties, and that we are insofar completely free from any liability. Tools, lithographs, printing and forming dies, samples, patterns, sketches, etc., manufactured by us or upon our order remain our property, even if their manufacturing costs are invoiced to the Purchaser in whole or in part. An obligation to store foreign printing documents and other customer-specific items exists only for a period of 24 months, starting from the last delivery produced on the basis of these items.

14| Punching Errors and Misprints; Additional Orders

If, after providing the punching patterns and artwork, any amendments are necessary, the working time spent for these amendments will be invoiced to the Purchaser. The same applies to corrections because of unreadable content and other errors, including corrections from a graphic designer.

15| Jurisdiction

If the buyer is a merchant, the place of jurisdiction will be the headquarters of our company; additionally, the Purchaser's general place of jurisdiction is applicable.

16| Applicable Law

All legal and business relations between the Purchaser and us shall be governed by the law of the Federal Republic of Germany. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

17| Severability Clause

Should individual provisions of these T&C be legally ineffective in whole or in part, the validity of the remaining provisions remains unaffected.

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