**General Terms of Sale, Delivery and Payment**

Status: June 2026

## I. General information / Scope of application

(1) These General Terms and Conditions shall apply exclusively; any terms of the customer that conflict with or deviate from our General Terms and Conditions are hereby rejected unless we have expressly agreed to their validity in writing. These General Terms and Conditions shall also apply in the event that we unconditionally make the delivery to the customer, despite our knowledge of conflicting or differing terms and conditions of the customer.

(2) All agreements concluded between the customer and us for the purpose of fulfilling this contract are set out in this contract.

(3) Our General Terms and Conditions shall apply only if the customer is an entrepreneur (§ 14 BGB [German Civil Code]), a legal entity under public law or a public special fund.

(4) The terms and conditions apply in particular to contracts for the sale and / or delivery of movable objects ("goods"), regardless of whether we produce the goods ourselves or purchase these from components suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the General Terms and Conditions shall apply in the version valid at the time of the customer's order or at least in the version last communicated to him in text form as a framework agreement also for similar future contracts, without us having to refer to them again in each individual case.

(5) Legally relevant declarations and notifications by the customer in relation to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction in price) must be submitted in writing, i.e. in writing or text form (e.g. letter, email, fax). Statutory formal regulations and other evidence, especially in the event of doubts about the legitimacy of the declaring party, remain unaffected.

## II. Offers / Prices

(1) Unless stated otherwise in the order confirmation, our offers are subject to change and non-binding.

(2) Insofar as not otherwise agreed in an individual case our actual prices which respectively apply at the time of the delivery shall apply. Our prices shall apply ex warehouse or ex works plus the applicable rate of value added tax, packaging and shipment costs.

(3) We reserve the right to amend our prices accordingly if cost reductions or increases arise, in particular as a result of tariff agreements or increases in the price of materials, after the contract has been concluded. These shall be verified to the customer upon request.

(4) The order of the goods by the customer is deemed as a binding contractual offer. Insofar as not otherwise derived from the order we are entitled to accept this contractual offer within two weeks after its receipt by us.

(5) The acceptance can either be declared in writing (e.g. by order confirmation) or by delivery of the goods to the customer.

(6) Our prices do not include statutory VAT; this will be indicated separately on the invoice at the applicable rate on the day the invoice is issued.

## III. Terms of payment

(1) Unless the order confirmation states otherwise, the purchase price is due and payable net (without deduction) within 30 days of invoicing and delivery (or acceptance). The customer shall be in default with the expiry of the afore-mentioned payment deadline. The statutory regulations concerning the consequences of default in payment shall apply.

(2) In the case of payment by bank transfer or cheque, payment shall be deemed to have been made on the day the amount is credited to our account.

(3) However, even in the context of an ongoing business relationship, we are entitled at any time to carry out a delivery in whole or in part only against prepayment. We shall declare a corresponding reservation at the latest with the order confirmation.

(4) The customer may exercise a right of set-off only if his counterclaims have been conclusively determined by a court of law, are not in dispute or have been acknowledged by us. To the same extent, a right of retention shall also be excluded.

(5) No refunds shall be granted for returned samples. The costs of return shall be borne by the sender. Any claims for repeated consignment do not exist.

(6) If there are indications after conclusion of the contract that our entitlement to the purchase price is at risk through insufficient ability of the customer to pay (e.g. by an application for opening of insolvency proceedings) then according to the statutory regulations we are entitled to refuse service and – if applicable after setting a deadline – to cancel the contract (§ 321 BGB). In case of contracts concerning the production of unreasonable objects (individual productions) we can declare the cancellation immediately; the statutory regulations concerning the lack of necessity to set a deadline remain unaffected.

**IV. Retention of title / Contractual lien**

(1) We reserve the right to the property of the sold goods until the full payment of all of our current and future claims from the purchase contract and a current business relationship (secured claims). To the extent that we agree with the customer on payment based on check/bill of exchange procedure, this reservation also extends to the encashment by the buyer of the bill of exchange/check accepted by us, and shall not expire when we credit the cheque received.

(2) The customer is obliged to handle the goods subject to reservation of title with due care. Until complete payment of all secured claims, the customer is not entitled to pledge the goods nor assign them by way of security without our consent.

(3) In case of conduct of the customer which is in breach of the contract, in particular with non-payment of the due purchase price we are entitled to cancel the contract according to the statutory regulations or / and to request that that the goods are handed over owing to the reservation of title. The request for handing over does not at the same time include the declaration of the cancellation if we merely request that the goods are handed over and reserve the right to cancellation. If the customer does not pay the due purchase price, we may however only reserve the right to the cancellation if we have unsuccessfully set the customer a reasonable deadline for payment in advance or if such a deadline is dispensable according to the statutory provisions.

(4) In the event of a seizure or other interventions by third parties, the customer is obliged to notify us immediately in writing so that we can initiate proceedings in accordance with § 771 of the ZPO (German Code of Civil Procedure). If the third party is unable to reimburse us for the juidicial and extrajudicial costs of an action pursuant to § 771 ZPO, the customer shall be liable for the losses we have incurred.

(5) To secure the claims from the contract, a lien shall be issued on all raw materials handed over to us by the customer.

(6) At the customer's request, we undertake to release the securities to which we are entitled to the extent that the realizable value of our securities exceeds the claims to be secured by more than 20 %; the securities to be released shall be selected at our sole discretion.

**V. Delivery / Partial delivery**

(1) The delivery deadline shall be determined according to a customary deadline for the trade unless it was agreed individually or stated by us with the acceptance of the order. Delivery deadlines shall begin with the receipt of our order confirmation by the customer, in no way however before clarification of all details for the execution and the provision of possible necessary certificates by the customer. The delivery deadline shall be deemed as observed with the report that the goods are ready for shipment if the goods cannot be sent on time without our fault.

(2) In addition, compliance with our obligation of delivery presupposes the timely and proper fulfilment of the customer's obligations. The right to raise objection to non-fulfilment of the agreement is reserved.

(3) The period of delivery shall be suspended for the duration of examination by the customer of press proofs, samples, stereotypes, etc. The suspension begins on the date of dispatch of the samples to the customer and ends on the date of receipt by us of the customer's statement.

(4) If the customer requests changes to the order after confirmation of the order, a new delivery period shall begin with confirmation by us of the execution of these changes. Any deviating agreements stated in the confirmation of change shall have precedence.

(5) We shall be entitled to make partial deliveries provided that they do not imply any unreasonable additional effort to the customer.

**VI. Delayed delivery / Inability to deliver**

(1) Force majeure, labor disputes, unrest, official measures, unavailability of the service and other unforeseeable, unavoidable and serious events release the contractual partners from their performance obligations for the duration of the disruption and to the extent of their effect. This also applies if these events occur at a point in time when the contractual partner concerned is in default. The contractual partners are obliged to provide the necessary information immediately within the framework of what is reasonable and to adapt their obligations to the changed circumstances in good faith.

(2) "Force majeure" according to para. 1 means natural disasters, war, terrorism, embargoes, epidemics, pandemics and strikes.

(3) If the event according to para. 1, which causes the disruption in performance, lasts longer than three months, the contracting parties are entitled to withdraw from the contract in whole or in part; any consideration already made will be reimbursed immediately.

(4) Deemed as case of non-availability of the service within this meaning of para. 1 is in particular the late delivery by our components supplier if we have concluded a congruent hedging transaction, neither we nor our supplier are at fault or we are not obliged to procure in individual cases.

(5) The occurrence of our delay in delivery is determined according to the statutory regulations. In this case however a reminder by the customer is necessary. If we are in default of delivery, the customer can demand lump sum compensation for damage caused by the delay. The lump sum for damages is 0.5% of the net price (delivery value) for each completed calendar week of delay, but no more than 5% of the delivery value of the delayed goods. We reserve the right to prove that the customer incurred no damage at all or only significantly less damage than the above flat rate.

(6) The rights of the customer according to Section IX of these General Terms and Conditions and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of the service and / or subsequent performance), remain unaffected.

**VII. Passing of risk / acceptance / delay in acceptance**

(1) The delivery is carried out ex warehouse or ex works where the place of performance is also respectively located. At the request and costs of the customer the goods shall be sent to another place of destination (contract of sale involving the carriage of goods). Insofar as not otherwise agreed we are entitled to determine the type of shipment (in particular transport company, shipment route, packaging) ourselves.

(2) The risk of accidental loss and accidental deterioration of the goods shall pass to the customer by no later than when the goods are handed over. With a contract of sale involving the carriage of goods the risk of accidental loss and accidental deterioration of the goods and the risk of delay shall however pass with the delivery of the goods to the carrier, the freight forwarder or the other person or institution determined to carry out the shipment already. Insofar as an acceptance has been agreed this shall be decisive for the passing of risk. Incidentally, the statutory regulations of the law governing contracts for work and services shall also apply accordingly to an agreed acceptance. It is deemed equivalent to the handover or acceptance if the customer is in default with the acceptance.

(3) If the customer is in default of acceptance, if it fails to provide an act of assistance or if our delivery is delayed for other reasons for which the customer is responsible then we are entitled to request compensation for the thus arising damages including additional expenses (e.g. storage costs). For this we shall charge a

flat rate compensation in the amount of five per cent of the net price for each completed calendar week, but no more than 5% the delivery value, beginning with the delivery deadline or – in the absence of a delivery deadline – with the notification that the goods are ready for shipment. The proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, termination) remain unaffected; the flat rate is however to be offset against further monetary claims. The customer reserves the right to prove that we did not suffer any damages at all or only substantially less damages than the aforementioned flat rate.

(4) At the customer's express request, we will take out transport insurance; the customer shall bear the related costs.

**VIII. Claims for defects by the customer**

(1) The statutory regulations shall apply to the rights of the customer in case of defects of quality and title (including false and shortfall in delivery as well as improper assembly or faulty assembly instructions) insofar as not otherwise determined below. In all cases, the special statutory provisions remain unaffected for the final delivery of the unprocessed goods to a consumer (§§ 474 ff. BGB), even if he has further processed them (supplier recourse according to §§ 478 BGB). Claims from supplier recourse are excluded if the defective goods have been further processed by the customer or another entrepreneur, e.g. through installation in another product.

(2) The basis of our liability for defects is primarily the agreement made on the quality of the goods. All product descriptions and manufacturer information that are the subject of the individual contract or that were made public by us (in particular in catalogs or on our website) at the time the contract was concluded shall apply as an agreement on the quality of the goods.

(3) Insofar as the quality has not been agreed, the statutory regulation must be used to assess whether or not there is a defect (§ 434 para. 3 BGB). However, we do not assume any liability for public statements by the manufacturer or other third parties (e.g. advertising statements) that the customer has not pointed out to us as being decisive for him.

(4) In principle, we are not liable for defects that the customer is aware of at the time the contract is concluded or that is not known through gross negligence (§ 442 BGB). Furthermore, the purchaser's claims for defects require that he has complied with his statutory inspection and notification obligations (§§ 377, 381 HGB [German Commercial Code]). In the case of building materials and other goods intended for installation or other processing, an examination must always be carried out immediately before processing. If a defect becomes apparent during the delivery, the inspection or at any later point in time, we must be notified of this immediately in writing. In any case, obvious defects are within five working days from delivery and within the same period from discovery of defects not recognizable during the inspection in writing. If the customer fails to properly inspect and / or notify defects, our liability for defects that are not reported or not reported on time or improperly is excluded in accordance with the statutory provisions. For goods intended for installation, attachment, or assembly, this also applies if the defect only became apparent after the corresponding processing as a result of the breach of one of these obligations; in this case, in particular, the buyer has no claims for compensation of corresponding costs ("removal and installation costs").

(5) If the delivered object is faulty, we can initially choose whether we shall provide subsequent performance by remedying the defect (subsequent improvement) or by delivery of a faultless object (substitute delivery). Our right to refuse the chosen type of subsequent performance under the statutory pre-requisites remains unaffected.

(6) We are entitled to make the owed subsequent performance dependent on the fact that the customer pays the due purchase price. The customer is however entitled to retain a part of the purchase price which is reasonable in the ratio to the defect.

(7) The customer must give us the time and opportunity which are necessary for the owed subsequent performance, in particular to hand over the goods for which a complaint was made for purposes of inspection. In the event of the substitute delivery the customer must return the faulty object to us according to the statutory regulations. The subsequent performance includes neither the removal of the

defective item nor the re-installation if we were not originally obliged to install it.

(8) The expenses which are necessary for the purpose of inspection and subsequent performance, in particular transport, route, work and material costs shall be borne or reimbursed in accordance with the legal provisions or these terms and conditions, provided that a defect actually exists. Otherwise, we can demand reimbursement of the costs arising from the unjustified request for the removal of defects (in particular testing and transport costs) from the customer, unless the lack of defect was not recognizable to the customer.

(9) If the subsequent performance has failed the customer can cancel the purchase contract or reduce the purchase price. However, no right to cancellation exists with an insignificant defect.

(10) Claims by the customer for reimbursement of expenses according to § 445a para. 1 BGB are excluded, unless the last contract in the supply chain is a consumer goods purchase (§§ 478, 474 BGB) or a consumer contract for the provision of digital products (§§ 445c sentence 2, 327 para. 5, 327u BGB). Claims by the buyer for damages or reimbursement of futile expenses (§ 284 BGB) exist, even in the case of defects in the goods, only in accordance with the following clauses IX and X.

**IX. Other liability**

(1) Insofar as not otherwise derived from these General Terms and Conditions including the following provisions, we shall be liable according to the relevant statutory regulations in case of a breach of contractual and non-contractual duties.

(2) We shall be liable for damages – no matter for what legal grounds – in case of wilful intent and gross negligence. With simple negligence we shall only be liable

a) for damages from the injury to life, the body or the health,

b) for damages from the breach of an essential contractual duty (obligation, the satisfaction of which only enables the proper execution of the contract at all and with which the contractual partner relies and may as a rule rely on its compliance); in this case our liability is however limited to the reimbursement of the foreseeable, typically occurring damages.

(3) The liability restrictions which can be derived from para. 2 shall not apply insofar as we have maliciously failed to disclose a defect or have assumed a guarantee for the condition of the goods. The same shall apply to claims of the customer according to the Product Liability Act.

(4) The customer can only cancel or terminate the contract owing to the breach of a duty, which does not consist of a defect if we are responsible for the breach of duty. A free right of termination of the customer (in particular according to §§ 650, 648 BGB) is excluded.

Incidentally the statutory pre-requisites and legal consequences shall apply.

(5) Insofar as the liability for damages towards us is excluded or limited this shall also apply with regard to the personal liability for damages of our employees, workers, representatives and vicarious agents.

**X. Statute-of-limitations**

(1) Notwithstanding § 438 para. 1 No. 3 BGB the general statute-of-limitations for claims from defects of quality and title is one year from delivery. Insofar as an acceptance has been agreed the statute-of-limitations shall begin with the acceptance.

(2) The afore-mentioned statutes-of-limitations of the law governing purchases shall also apply to contractual and non-contractual claims for damages of the customer which are due to a defect to the goods, unless the application of the regular legal statute-of-limitations (§§ 195, 199 BGB) would lead to a shorter statute-of-limitations in an individual case. The statutes-of limitations of the Product Liability Law shall remain unaffected in any case. Otherwise the legal statute-of-limitations shall apply exclusively to claims for damages of the customer according to section IX.

**XI. Copyrights**

(1) The customer shall bear sole responsibility for examining the right of reproduction of all print documents. The customer alone shall be liable if third-party rights, especially copyrights, are infringed on account of the execution of his order. The customer shall indemnify us from all

third parties' claims arising from such infringements.

(2) All copyrights for our own sketches, drafts, originals, films and the like in all processes and for all purposes shall remain with us, unless expressly agreed otherwise.

(3) All means of production such as films, lithographs, printing plates, stereotypes, screens, dies etc. remain our property.

(4) Any templates, artwork, films, etc. delivered to us remain in our company, unless their return has been expressly requested in the order.

(5) This applies even if the customer has contributed to the costs by paying a part of the tool expenses or similar, or if these cost components have been included in the product price. The customer also has no right to reimbursement of the tools or devices or parts thereof upon termination of our cooperation.

(6) Inventions and similar patentable performances that were carried out as part of the order fulfilment remain our intellectual property regardless of an agreed right to simple use, unless a contractual provision expressly stipulates a transfer of copyright or other industrial property rights to the customer.

**XII. Electronic waste**

It is understood that datalog Werbemittel GmbH is not a manufacturer of electrical appliances. Any take-back requirements for electrical appliances shall be carried out by the customer, who will directly return electrical equipment to the manufacturer named on the device. datalog shall be released from any such obligations.

**XIII. Pallet Exchange**

(1) The parties agree to mutually exchange pallets marked with "EPAL in the oval" and "EUR in the oval." The carrier/freight forwarder is not a contracting party. He acts solely and exclusively on the sender's instructions as a vicarious agent and at the sender's risk.

Pallets are to be exchanged between the recipient and the sender on a one-for-one basis. Euro pallets of class New, A, and B according to the EPAL/GS1 Germany quality classification, as of 2022, are considered deliverable and reimbursable.

(2) According to the EPAL/GS1 Germany quality classification, as of 2015, only pallets of the same or better quality may be exchanged. It applies that:

- If the sender delivers class B, the recipient reimburses with class B or higher.
- If the sender delivers class A, the recipient reimburses with class A or higher.
- If the sender delivers New class, the recipient reimburses with New class.

If the quality standard for the pallet exchange is not maintained by the recipient, the delivered pallet is considered purchased. However, if the sender delivers inferior (class C or defective) pallets, the recipient is exempt from the exchange obligation.

(3) In case of non-exchange by the recipient and/or quality degradation according to clause XIII para. 2, the delivered pallets are considered purchased and will be billed to the recipient. The current market pallet prices will be applied.

(4) If the Euro pallet is exchanged using a pooling method, the pallets delivered and to be exchanged by the pooling service provider must not fall below the quality standards of clause XIII para. 2. The pooling service provider is not a contracting party. He acts solely and exclusively on the recipient's instructions as a vicarious agent and at the recipient's risk. If the quality standard is not met, clause XIII para. 2 applies.

(5) The creditor of the purchase price is entitled to invoice the debts arising from the non-exchange (clause XIII para. 3) and/or the quality degradation in the pallet exchange (clause XIII para. 2 or 4) to the debtor of the purchase price on the 20th of the following month. The creditor of the purchase price must provide a statement indicating the number of non-exchanged and/or inferior pallets and the purchase price per pallet according to clause XIII para. 3. The debtor of the purchase price is entitled to prove that no damage or lesser damage has occurred.

(6) The pallet exchange will be receipted by the carrier on behalf of the sender. The number and quality of the pallets handed over by the sender at loading, and the number and quality of the pallets received in exchange at unloading, will be receipted.

## XVI. Jurisdiction and place of performance

(1) Insofar as the customer is a merchant within the meaning of the HGB, entrepreneurs (within the meaning of § 14 BGB), legal entity under public law or a special fund under public law, our company seat in Bad Schwartau, Germany, shall be the place of jurisdiction; however, we are also entitled to bring an action against the customer at its place of jurisdiction.

(2) The law of the Federal Republic of Germany shall apply, under exclusion of the UN Sales Convention.

(3) Unless otherwise stated in the order confirmation, the place of performance shall be our company's seat of business in Bad Schwartau, Germany.