



General Terms and Conditions of Sale and Delivery of QR-Marketing GmbH

1. Scope

- 1.1. These General Terms and Conditions of Sale and Delivery of QR-Marketing GmbH ("GTC") apply to the performance, production and/or delivery of products ("Goods") of All4Labels Group GmbH as well as all affiliated companies (hereinafter collectively "All4L").
- 1.2. The GTC apply only to entrepreneurs as defined by para. 14 BGB (German Civil Code), legal entities subject to public law, trustees of public funds and other institutional customers who have not placed an order under this contract for private purposes ("Customer").
- 1.3. The validity of general terms and conditions of the Customer is expressly excluded. Failure by All4L to reject terms and conditions of the Customer does not constitute an agreement to such terms and conditions. This also applies if All4L performs services without reservation in the knowledge of such terms and conditions. Agreements in the individual case between the Customer and All4L have priority over these GTC. A written agreement or written confirmation is decisive for the interpretation of these agreements, subject to proving the contrary.

2. Offer and acceptance

- 2.1. All4L's offers are subject to change and non-binding unless they are expressly marked as binding. The order of the Goods by the Customer is considered a binding offer of contract. Acceptance by All4L is made in text form (e.g. through an order confirmation) or through delivery of the Goods.
- 2.2. If the acceptance by All4L pursuant to clause 2.1 deviates from the Customer's order, this constitutes a new offer by All4L.
- 2.3. Both parties may accept offers of the other party within two (2) weeks after their submission, unless otherwise agreed upon between the parties in the individual case.

3. Nature of the goods

- 3.1. The quality of the Goods is primarily determined by the specifications agreed upon with the Customer ("**Agreed-upon Quality**") as well as the technical quality tolerances and the quality tolerances accepted by industry ("**Customary Quality**").
- 3.2. Within the Agreed-upon Quality, minor deviations from the agreed-upon specification, such as in quality, color, manufacturing tolerances, design, equipment and/or workmanship ("**Quality Tolerance**"), are in accordance with the contract.
- 3.3. Within the Customary Quality, a tolerance for Goods of +/- ten (10) % ("**Quantity Tolerance**") shall apply; this shall also apply to replacement deliveries as part of any subsequent performance by All4L.
- 3.4. Changes to the Agreed-upon quality or the scope of delivery after conclusion of the contract shall be agreed in text form and shall be remunerated separately by the Customer.

4. Prices and price adjustments

- 4.1. The prices agreed-upon in the order confirmation shall apply in euros excluding VAT, packaging, transport, in the case of export deliveries customs duty, insurance, fees,

charges and other ancillary costs (such as storage, print data preparation), unless otherwise agreed in writing.

- 4.2. All4L is entitled to adjust the prices for items to be supplied on a recurring basis to their cost development, in particular, price changes for raw materials, freight costs, tariff agreements, energy and personnel costs, other price changes of All4L's service providers or exchange rate fluctuations, at its reasonable discretion, taking into account the interests of the Customer, if All4L is not responsible for these changes and these were also not foreseeable with sufficient certainty. The Customer will be informed about such price changes by All4L in text form four (4) weeks before the new prices come into effect; upon request, All4L will explain the reasons for the price adjustment to the Customer. If the price increase is more than ten (10) %, the Customer is entitled to terminate the contract with respect to the relevant items with a notice period of three (3) weeks after the date of the announced entry into force of the price change; in this case, the previous prices continue to apply until the end of the contract.
- 4.3. Offsetting with counterclaims of the Customer or the retention of payments due to such claims is only permissible if as the counterclaims are undisputed or have been legally established or arise from the same order under which the delivery in question was made.

5. Delivery, delivery dates and delivery on demand

- 5.1. The Goods shall be delivered in accordance with the agreed-upon Incoterms®. All4L is entitled to determine the type of shipment (in particular, transport company, packaging and shipping route), insofar as this has not been agreed-upon with the Customer. The costs for shipping shall be separately agreed-upon with the Customer.
- 5.2. All4L shall state an expected delivery date at the latest when the order is accepted. This is subject to change and will be communicated to the Customer by All4L in case of necessary changes. All4L confirms the binding delivery date with the dispatch of the order confirmation, but not before the Customer has provided and approved all production-relevant information (e.g. print data, print approval, production samples). If the Customer requests changes after the order confirmation which affect the production time, the delivery period shall start anew upon their confirmation.
- 5.3. Unless otherwise agreed, the risk of accidental loss and accidental deterioration of the Goods shall pass to the Customer at the time All4L notifies the Customer that the Goods are ready for dispatch.
- 5.4. The risk of accidental loss and accidental deterioration of the Goods shall also pass to the Customer if the Customer is in default of acceptance. If the Customer is in default of acceptance, fails to cooperate or if the delivery is delayed for other reasons for which the Customer is responsible, All4L may claim compensation for the resulting damage including additional expenses (e.g. storage costs).
- 5.5. The Customer is responsible for compliance with the statutory and official regulations on import, export, transport, storage and use of the Goods, including any obligation to obtain a permit.
- 5.6. The Goods may also be delivered on demand if the Customer so requests; the parties shall agree on a demand and delivery schedule for this purpose.
- 5.7. Should events and circumstances which are beyond the control of All4L or for which All4L is not responsible, and which cannot be prevented, including but not limited to natural events, war, labor disputes, shortage of raw materials and energy, traffic disruptions, fire and explosion damage, epidemics, pandemics, administrative or legally mandatory regulations), also insofar as they concern All4L's suppliers, sub-suppliers and sub-service

providers, impede the fulfilment of the contractual obligations and were not foreseeable for All4L at the time of conclusion of the contract, All4L is released from its contractual obligations for the duration of the disruption and to the extent the disruption affects All4L's performance of the contract. If these events or circumstances last longer than three (3) months, each party is entitled to terminate the contract in writing. In case of a partial delivery that has already taken place, the Customer is only entitled to terminate the contract under the aforementioned conditions with regard to the unfulfilled part of the delivery. Payment for a partial delivery that has already been made may not be refused on account of the unfulfilled part of the delivery.

6. Payments, default in payment and retention of title

- 6.1. All4L's invoices are payable within fourteen (14) days of the invoice date without deduction and plus VAT in their respective amounts, unless otherwise agreed.
- 6.2. If the Customer is in default of payment, All4L may charge default interests in the amount of nine (9) percentage points above the respective base interest rate; in this case All4L reserves the right to claim further damages or higher interests in accordance with the statutory provisions.
- 6.3. Until full payment of invoices, the delivered Goods remain the property of All4L.

7. Rights of the Customer in the event of defects

- 7.1. The warranty period for claims for defects by the Customer shall be one (1) year from delivery or, insofar as acceptance is required, from acceptance of the Goods.
- 7.2. If the delivery is made upon demand of the Customer in accordance with clause 5.6, the aforementioned warranty period shall begin with the provision of the first part of the order uniformly for the entire produced quantity or its acceptance, i.e. uniformly also for the Goods still stored at All4L for the Customer.
- 7.3. A Good is defective if it does not have the Agreed-upon Quality or the Customary Quality. Deviations within the Quality Tolerance or the Quantity Tolerance are not a defect.
- 7.4. The Customer may not refuse to accept the Goods because of insignificant defects.
- 7.5. The Customer's claims for defects require that the Customer has complied with the statutory duties of inspection and notification in accordance with para. 377 of the German Commercial Code ("HGB"). The Customer must inspect the Goods immediately after delivery by All4L, insofar as this is feasible in the ordinary course of business, and, if a defect becomes apparent, notify All4L immediately. If the Customer fails to notify All4L, the Goods are deemed approved, unless the defect was not recognizable during the inspection. If a defect is discovered later, the notification must be made immediately after discovery; if the Customer fails to do so, the Goods are deemed approved also in view of this defect. The timely dispatch of the notification is sufficient to preserve the rights of the Customer. If All4L has fraudulently concealed the defect, All4L may not rely on this clause 7.5.
- 7.6. Errors and deviations originating from the sphere of the Customer shall not constitute a defect, provided that the Goods have the Agreed-upon Quality or the Customary Quality. This includes, in particular, errors and deviations in the information, data or material to be provided by the Customer (e.g. agency data, laminate, adhesives, paints, varnishes, printing forms) as well as those of third parties used for the performance of the contract and who are designated by the Customer (e.g. consignment warehouse, logistics, data storage). This does not apply to errors and deviations that are based on a culpable breach of an obligation of these GTC by All4L. All4L is not responsible for texts, illustrations,



graphic representations, markings, barcodes etc. specified by the Customer to be printed on the Goods.

- 7.7. If Goods are defective and the Customer has duly notified All4L of this in accordance with this clause 7.7, the Customer shall be entitled to the statutory rights subject to the following conditions, unless the Customer was aware of the defect at the time of delivery:
- a) All4L has the right, at its discretion, either to remedy the defect or to deliver defect-free goods to the Customer (subsequent performance).
 - b) All4L reserves the right to make two attempts at subsequent fulfilment in the event of rectification of defects. Should the subsequent performance fail or be dispensable for legal reasons, the Customer may either withdraw from the contract if there is a significant breach of duty or demand a reduction in price.
- 7.8. The Customer may not claim compensation for defects for damages and their consequences if the defect is based on subsequent improper changes to the Goods not agreed upon by the Customer with All4L, improper handling of the Goods or faulty documents, orders or information provided by the Customer.

8. Liability

- 8.1. Unless otherwise stated in these GTC, All4L shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- 8.2. All4L is liable for damages – irrespective of the legal grounds – in the event of intent and gross negligence. In the case of simple negligence, All4L is only liable subject to legal limitations of liability (e.g. standard of care in own affairs; insignificant breach of duty), (a) for damages from injury to life, body or health, (b) for damages due to the breach of an essential contractual obligation (obligation, the fulfilment of which allows for the proper execution of the contract and whose observance the contractual partner regularly relies and may rely on); in this case, All4L's liability is limited to compensation for foreseeable, typically occurring damages.
- 8.3. The obligations arising from clause 8.2 shall also apply to third parties and in the event of breaches of duty by persons (also in their favor) whose fault All4L is responsible for according to statutory provisions. They do not apply if a defect was fraudulently concealed or a guarantee for the quality of the Goods was assumed and for claims of the Customer under the German Product Liability Act ("ProdHaftG").
- 8.4. Liability in case of simple negligence does not include indirect, pecuniary or consequential damage, such as loss of profit or interruption of service, and is, in any case, limited to the value of the respective order.
- 8.5. All4L accepts no liability for the suitability of the goods for the Customer's intended use. The Customer is obliged to check the suitability of the goods as to whether it fits for the specific use, if intended.
- Insofar as All4L acts in an advisory capacity and this advice is not part of the agreed-upon scope of services owed by All4L, this is done free of charge and to the exclusion of any liability.

9. Collateral

In case of reasonable doubt about the solvency of the customer and, in particular, in case of default in payment, All4L may, subject to further claims, make deliveries dependent on advance payments or the granting of other securities.

10. Industrial property rights and copyrights, property rights of third parties

- 10.1. The parties shall remain the owners of all industrial property rights (in particular patents, trademarks, utility models, designs), copyrights and know-how (hereinafter jointly referred to as "**Intellectual Property**") in the delivered Goods as well as in the documents and other items handed over in connection with the parties' contractual relationship. Rights of use to any Intellectual Property shall not be granted to the other party, unless otherwise agreed and necessary for the performance of this contract by All4L. Insofar as All4L uses the Customer's Intellectual Property for the performance of this contract and as intended, the Customer grants All4L the necessary non-exclusive rights of use regarding the Intellectual Property concerned.
- 10.2. Insofar as All4L produces tools for the performance of this contract (e.g. graphics, print files, punching tools, printing plates or other files or information; hereinafter collectively referred to as "**Production Tools**"), these shall remain the exclusive property of All4L and the Customer shall not acquire any rights or intellectual property thereto. This also applies after the end of the contract and also in the event that the Production Tools have been paid for by the Customer or represent adaptations or transformations of the Customer's Intellectual Property.
- 10.3. Production Tools will be retained by All4L for a maximum of two (2) years from the date of the last order by the Customer and may be destroyed thereafter by All4L unless a statutory retention obligation applies.
- 10.4. If the Customer provides All4L with documents, e.g. plans, product descriptions, documentation, the Customer must ensure that existing property rights, rights as to a person's personality or data privacy rights are not infringed and indemnifies All4L from all third-party claims which third parties assert from or in connection with an infringement of such rights if this is attributable to culpable conduct on the part of the Customer in this regard. In this case, the Customer is obliged to take all necessary measures to defend himself/herself against these claims and to bear the costs required for this, in particular legal costs. License fees or costs incurred in such cases or incurred to avoid infringement of property rights shall be borne by the Customer.

11. Confidentiality

- 11.1. The Customer and All4L shall treat all information that has become known to one party from the other party in connection with this Agreement (hereinafter collectively "**Confidential Information**") as confidential, shall not make it available to any third party and shall use it only for the contractual purposes.
- 11.2. Item 11.1 shall not apply to Confidential Information which the receiving party is able to prove that it has already been in the public domain at the time of receipt or became public after being received without any action by the receiving party, was already in the receiving party's possession at the time of disclosure or was independently developed by the receiving party or becomes available to the receiving party from a third party who is under no obligation of confidentiality, provided that the third party did not receive such Confidential Information directly or indirectly from the disclosing party.



- 11.3. The receiving party is obligated to take all necessary and appropriate precautions to ensure that the Confidential Information obtained is protected against unauthorized access or loss. The receiving party shall impose appropriate obligations on his/her employees under this clause 11.
- 11.4. The Customer shall, upon All4L's request, promptly return or, as agreed, destroy all Confidential Information of All4L (including copies and transcripts) at any time and confirm this in writing to All4L on request.

12. Data protection

Information on the handling of personal data at All4L is available at <https://qrmarketing.com/#PrivacyPolicy>

13. Applicable law, place of jurisdiction and miscellaneous

- 13.1. The law of the Federal Republic of Germany shall apply exclusively to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 13.2. The place of jurisdiction is Hamburg or – upon All4L's choice – the general place of jurisdiction of the Customer.
- 13.3. Insofar as these GTC contain loopholes, those legally effective provisions shall be deemed agreed to fill these loopholes which the parties would have agreed in accordance with the economic objectives of the contract and the purpose of these GTC if they had known about the loophole.
- 13.4. All4L is entitled to assign claims for remuneration against the Customer to third parties in accordance with para. 398 of the German Civil Code ("BGB").