

**§ 1 Scope**

(1) All deliveries, services, and offers provided by Kroschke sign-international GmbH (hereinafter referred to as "Kroschke") are based exclusively on these General Terms and Conditions. These are an integral part of all contracts that Kroschke concludes with its contractual partners (hereinafter also referred to as "you") for the deliveries or services it offers. They also apply to all future deliveries, services, or offers, even if they are not agreed separately again.

(2) Your terms and conditions or the terms and conditions of third parties shall not apply, even if Kroschke does not separately object to their validity in individual cases. Even if Kroschke refers to a letter that contains or refers to your terms and conditions or those of a third party, this does not constitute agreement with the validity of those terms and conditions.

(3) Our offer is directed exclusively at entrepreneurs from industry, trade, crafts, commerce, and self-employed professionals. In addition to verifying your entrepreneurial status during the ordering process, we are entitled to request proof of your entrepreneurial status by submitting suitable and current documents, e.g., an extract from the commercial register or a business registration.

**§ 2 Offer and conclusion of contract**

(1) All offers made by Kroschke are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. This applies in particular to our presentations in the online shop and catalog. Kroschke can accept orders or contracts within 14 days of receipt.

(2) In the online shop, you can select products from the range and initially place them in the "shopping cart" without obligation. Before submitting your binding order, you can correct your entries at any time by using the correction aids explained in the order process. By clicking on the order button, you are placing a binding order for the products in the shopping cart.

(3) When you place an order in the online shop, Kroschke will send you an automatic order summary by email, in which your order is listed again. You can print this out using the "print" function. By placing your order, you confirm that the contract is being concluded in the course of your commercial or self-employed professional activity. The automatic order summary merely documents that we have received your order and does not constitute acceptance of the order. The contract is only concluded when Kroschke issues a declaration of acceptance, which is sent in a separate email or with the shipment of the goods.

(4) The written purchase contract, including these General Terms and Conditions, is solely decisive for the legal relationship between the contracting parties. This contract fully reflects all agreements between the contracting parties regarding the subject matter of the contract. Verbal commitments made by Kroschke prior to the conclusion

of this contract are not legally binding, and verbal agreements between the contracting parties are replaced by the written contract, unless it is expressly stated in each case that they remain binding.

(5) Information provided by Kroschke regarding the subject matter of the delivery or performance (e.g., weights, dimensions, utility values, load-bearing capacity, tolerances, and technical data) as well as our representations thereof (e.g., drawings and illustrations) are only approximate unless the usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but descriptions or identifications of the delivery or performance. Deviations customary in the trade and deviations due to legal regulations or technical improvements, as well as the replacement of components with equivalent parts, are permissible, provided they do not impair the usability for the contractually intended purpose.

(6) Kroschke retains ownership or copyright of all offers and cost estimates submitted by it, as well as drawings, illustrations, calculations, brochures, catalogs, models, tools, and other documents and aids made available. Without Kroschke's express consent, you may not make these items available to third parties, either as such or in terms of their content, disclose them, use them yourself or through third parties, or reproduce them. At Kroschke's request, you must return these items in full and destroy any copies made if they are no longer required by you in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. This does not apply to the storage of data provided electronically for the purpose of standard data backup.

**§ 3 Prices and payment**

(1) The prices quoted are net prices and apply to the scope of services and delivery listed in each case. Additional or special services will be charged separately. Prices are quoted in EUR ex works plus packaging, statutory value added tax, customs duties for export deliveries, fees, and other public charges.

(2) Each party is entitled to demand price negotiations due to changed market conditions. The parties understand a change in market conditions to mean a change in the wholesale price index of the German Federal Statistical Office of 10 (in words: ten) percent compared to the same month of the previous year. If no agreement is reached in these negotiations, the parties are each entitled to remove the products in question from the agreed product catalog. If 's agreed prices are based on Kroschke's list prices and delivery is to take place more than four months after conclusion of the contract, Kroschke's list prices valid at the time of delivery shall apply (in each case less an agreed percentage or fixed discount).

(3) You shall generally pay by invoice. The invoice amounts are to be transferred within 30 days without deduction. In the case of partial deliveries, Kroschke may demand a pro rata payment in accordance with the above provisions.

(4) The date of payment shall be determined by the date of receipt by Kroschke. Payment by check is excluded unless agreed separately in individual cases. If you fail to pay by the due date, interest of 5% p.a. shall be charged on the outstanding amounts from the due date; the right to claim higher interest and further damages in the event of default remains unaffected. In addition, we will have to charge you a flat fee of €40.

(5) Offsetting against counterclaims or withholding payments due to such claims is only permissible if the counterclaims are undisputed or have been legally established or arise from the same order under which the delivery in question was made. You are only entitled to a right of retention if your counterclaim is based on the same contractual relationship.

(6) Kroschke is entitled to make outstanding deliveries or provide outstanding services only against advance payment or security if, after conclusion of the contract, Kroschke becomes aware of circumstances that are likely to significantly reduce your creditworthiness and which jeopardize the payment of Kroschke's outstanding claims by you from the respective contractual relationship (including from other individual orders to which the same framework agreement applies) is jeopardized.

(7) You agree to the transmission of all invoices by email. This consent may be revoked at any time.

#### § 4 Delivery and delivery time

(1) Orders that are entered into our inventory management system on weekdays (except Saturdays) by 4 p.m. or 1 p.m. (on Fridays) are usually handed over to the shipping service provider on the same day for delivery on the next working day (except Saturdays). For items with a different delivery time, the delivery time specified there applies. Delivery times specified in order confirmations are binding. Exceptions to this are orders for which the customer requests changes after the order has been placed, subsequent additional or extended orders are placed, orders for which files, drawings, image and text files, and print approvals are only submitted by the customer after confirmation of receipt, and orders that are transmitted on public holidays at Kroschke's headquarters. In these cases, the delivery time stated in the order confirmation shall only commence after receipt. The same applies to orders for which agreed advance payments were not made on time due to the volume.

(2) If the product you have ordered is not available from us because our reliable supplier has not delivered to us through no fault of our own, despite placing an identical order, we will inform you of this immediately in the order confirmation. This releases us from our obligation to perform and we can withdraw from the contract. If you have already made payments, we will refund them immediately. Subject to delivery to us, we will ensure prompt delivery. If part of the order is not immediately available because our reliable supplier has not delivered to us on time through no fault of our own, despite placing an identical order, we will deliver the remaining goods without charging additional shipping costs, provided this is reasonable for you.

(3) We do not deliver to packing stations. Packaging covered by § 15 I VerpackG (Packaging Act) will only be taken back at the Kroschke location. The customer shall bear the transport costs incurred. If your order is not placed via the online shop, the delivery condition "ex works" applies.

(4) If you do not fulfill your contractual obligations to Kroschke or do not fulfill them on time, the delivery or service period shall be extended accordingly. The rights arising from default remain unaffected.

(5) Kroschke shall not be liable for impossibility of delivery or for delays in delivery if these are due to force majeure or other events that were not foreseeable at the time of conclusion of the contract (e.g., operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy, or raw materials, difficulties in obtaining necessary official approvals, official measures, or the failure of suppliers to deliver, or to deliver correctly or on time, new or ongoing pandemics and epidemics, virus variants) for which Kroschke is not responsible. If such events make delivery or performance significantly more difficult or impossible for Kroschke and the hindrance is not only temporary, Kroschke is entitled to withdraw from the contract. In the event of temporary hindrances, the delivery or performance deadlines shall be extended or the delivery or performance dates postponed by the period of the hindrance plus a reasonable start-up period. If, as a result of the delay, you cannot reasonably be expected to accept the delivery or service, you may withdraw from the contract by immediately notifying Kroschke in writing. You must explain the circumstances.

#### § 5 Custom-made products

(1) Custom-made products according to your specifications must be ordered in writing or in the online shop. Kroschke does not check compliance with any regulations. The following applies to print results: excess or short deliveries of up to 10% of the ordered print run cannot be rejected. The delivered quantity will be invoiced.

(2) We exclude any liability if the execution of your order infringes any rights, in particular copyrights of third parties. You shall indemnify us against all claims by third parties for such infringement by placing an order upon first request.

(3) The films, stencils, lithographs, punching tools, digitizations, files, and similar items used by us to manufacture the custom-made product remain the property of Kroschke, even if they are invoiced to you separately, and will not be delivered. We are under no obligation to store films, digitizations, or similar items for longer than 6 months.

#### § 6 Place of performance, shipping, packaging, transfer of risk, acceptance

(1) Unless otherwise specified, the place of performance for all obligations arising from the contractual relationship

is Braunschweig. If Kroschke is also responsible for installation, the place of performance is the location where the installation is to take place.

(2) The shipping method and packaging are subject to Kroschke's reasonable discretion.

(3) The risk of transport damage, accidental loss, and accidental deterioration for any reason shall pass to you at the latest upon handover of the delivery item (whereby the start of the loading process is decisive) to the forwarding agent, carrier, or other third party designated to carry out the shipment. This also applies if partial deliveries are made or Kroschke has assumed other services (e.g., shipping or installation). If shipping or handover is delayed due to circumstances for which you are responsible, the risk shall pass to you on the day on which the delivery item is ready for shipment and Kroschke has notified you of this.

(4) The shipment will only be insured by Kroschke against theft, breakage, transport, fire, and water damage or other insurable risks at your express request and at your expense.

(5) Insofar as acceptance is required, the purchased item shall be deemed accepted when

- the delivery and, if Kroschke is also responsible for installation, the installation has been completed,
- Kroschke has notified you of the deemed acceptance in accordance with this § 6 (5) and requested you to accept the goods,
- twelve working days have passed since delivery or installation, or you have started using the purchased item (e.g., you have put the delivered system into operation) and, in this case, six working days have passed since delivery or installation, and
- you have failed to accept the goods within this period for a reason other than a defect reported by Kroschke that makes it impossible or significantly impairs the use of the purchased item.

(6) Otherwise, the obligation to inspect and give notice of defects regulated in § 377 HGB (German Commercial Code) applies between merchants. If you fail to give notice as regulated therein, the goods shall be deemed to have been approved, unless the defect was not apparent during the inspection. This shall not apply if we have fraudulently concealed a defect.

### **§ 7 Warranty, material defects**

(1) The warranty period is 24 months from delivery of the purchased item, including for claims for compensation for consequential damage caused by defects. The statutory limitation periods for recourse claims under Section 478 of the German Civil Code (BGB) remain unaffected. In the event of timely and justified complaints, we shall, at our discretion, either replace the goods free of charge or repair them.

(2) If a defect cannot be remedied either by our repair or by replacement delivery, or if we are not prepared to do so upon request, you may demand a reduction in the purchase price or withdraw from the purchase contract. In the

event of failure, i.e., impossibility, unreasonableness, refusal, or unreasonable delay in repair or replacement, you may withdraw from the contract or reduce the purchase price appropriately.

(3) If acceptance is required, the warranty period is one year from delivery.

This period does not apply to claims for damages resulting from injury to life, limb, or health or from intentional or grossly negligent breaches of duty by Kroschke or its vicarious agents, which are subject to the statutory limitation periods.

(4) Representations and warranties are only effective if we expressly grant them in writing. In particular, information in catalogs (or in the online shop), price lists, or other information material provided to you by us, as well as product descriptions, shall in no way be understood as guarantees of a particular quality of the goods.

(5) At Kroschke's request, a rejected delivery item must be returned to Kroschke carriage paid. In the event of a justified complaint, Kroschke will reimburse the costs of the cheapest shipping method; this does not apply if the costs increase because the delivery item is located at a place other than the place of intended use.

(6) If a defect is attributable to Kroschke, you may claim damages under the conditions specified in § 8.

(7) In the event of defects in components from other manufacturers which Kroschke cannot remedy for licensing or factual reasons, Kroschke shall, at its discretion, assert its warranty claims against the manufacturers and suppliers on your behalf or assign them to you. Warranty claims against Kroschke for such defects shall only exist under the other conditions and in accordance with these General Terms and Conditions if the judicial enforcement of the above-mentioned claims against the manufacturer and supplier has been unsuccessful or is futile, e.g. due to insolvency. During the duration of the legal dispute, the statute of limitations for the relevant warranty claims against Kroschke shall be suspended.

(8) The warranty shall lapse if you modify the delivery item or have it modified by third parties without Kroschke's consent and this makes it impossible or unreasonably difficult to remedy the defect. In any case, you shall bear the additional costs of remedying the defect resulting from the modification.

(9) Any delivery of used items agreed with you in individual cases shall be made to the exclusion of any warranty for material defects.

### **§ 8 Liability for damages due to fault**

(1) Kroschke's liability for damages, regardless of the legal basis, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations, and tort, shall be limited in accordance with this paragraph to the extent permitted by law, insofar as fault is relevant in each case.

(2) Kroschke shall not be liable in the event of simple negligence on the part of its organs, legal representatives, employees, or other vicarious agents, unless this involves a breach of essential contractual obligations. Essential obligations are the obligation to deliver and install the delivery item on time, to ensure that it is free of legal defects and material defects that impair its functionality or usability to a more than insignificant extent, as well as advisory, protection, and care obligations that are intended to enable you to use the delivery item in accordance with the contract or that are intended to protect the life and limb of your personnel or to protect your property from significant damage.

(3) Insofar as Kroschke is liable for damages on the merits pursuant to § 8 (2), this liability is limited to damages that Kroschke foresaw as a possible consequence of a breach of contract at the time the contract was concluded or that we should have foreseen if we had exercised the customary care. Indirect damage and consequential damage resulting from defects in the delivery item shall also only be eligible for compensation if such damage is typically to be expected when the delivery item is used as intended.

(4) In the event of liability for simple negligence, Kroschke's obligation to pay compensation for property damage and any resulting further financial losses shall be limited to the typical foreseeable damage, even if this involves a breach of essential contractual obligations.

(5) The above exclusions and limitations of liability shall apply to the same extent in favor of Kroschke's organs, legal representatives, employees, and other vicarious agents.

(6) Insofar as Kroschke provides technical information or advice and this information or advice is not part of the contractually agreed scope of services owed by Kroschke, this shall be provided free of charge and to the exclusion of any liability.

(7) The limitations of this § 8 shall not apply to Kroschke's liability for intentional conduct, for guaranteed characteristics, for injury to life, limb, or health, or under the Product Liability Act.

## Section 9 Property rights

(1) In accordance with this § 9, Kroschke warrants that the delivery item is free of industrial property rights or copyrights of third parties. Each contracting party shall notify the other contracting party immediately in writing if claims are asserted against it for the infringement of such rights.

(2) In the event that the delivery item infringes a third party's industrial property right or copyright, Kroschke shall, at its discretion and at its expense, modify or replace the delivery item in such a way that no third party rights are infringed, but the delivery item continues to fulfill the contractually agreed functions, or procure the right of use for you by concluding a license agreement with the third party. If Kroschke does not succeed in doing so within a reasonable period of time, you shall be entitled to withdraw from the contract or to reduce the purchase price

appropriately. Any claims for damages shall be subject to the restrictions of § 8 of these General Terms and Conditions.

(3) In the event of legal violations by products from other manufacturers delivered by Kroschke, Kroschke shall, at its discretion, assert its claims against the manufacturers and suppliers on your behalf or assign them to you. In such cases, claims against Kroschke shall only exist in accordance with this § 9 if the judicial enforcement of the aforementioned claims against the manufacturers and suppliers has been unsuccessful or is futile, e.g. due to insolvency.

## § 10 Retention of title

(1) Kroschke retains title to the goods until all claims arising from an ongoing business relationship have been settled in full. You may resell the goods subject to retention of title in the ordinary course of business; you assign to us in advance all claims arising from this resale – irrespective of any combination or mixing of the goods subject to retention of title with a new item – in the amount of the invoice amount, and we accept this assignment. You remain authorized to collect the claims until they are settled, but we may also collect the claims ourselves if you do not meet your payment obligations.

(2) If you combine, mix, or process the reserved goods with other items, we shall acquire co-ownership of the new item in proportion to the value of the reserved goods to the other processed items at the time of combination, mixing, or processing. If your item is to be regarded as the main item, you shall transfer co-ownership to us on a pro rata basis. At your request, we shall release the securities to which we are entitled to the extent that the value of the securities exceeds the claims to be secured by more than 10%.

## § 11 Data protection

For all information relating to the handling of personal data, we refer you to our separate privacy policy. This is available at <https://www.kroschke.com/datenschutzerklaerung.html>.

## § 12 Code of Conduct

The following standards apply to our company:

[Trusted Shops quality criteria](#)  
[Code of Conduct of Klaus Kroschke Holding GmbH & Co. KG](#)

## § 13 Right of return

For standard items, you have a right of return within 21 days of delivery. This applies to all items that arrive at our premises in saleable condition and in their original packaging. Custom-made items are excluded from return.

## § 14 Final provisions

(1) If you are a merchant, a legal entity under public law, or a special fund under public law, or if you do not have a general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from the business relationship between Kroschke and you shall be Braunschweig or your place of business, at Kroschke's discretion. In such cases, however, Braunschweig shall be the exclusive place of jurisdiction for legal action against Kroschke. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this provision.

(2) Additions and amendments to the agreements made, including these General Terms and Conditions, must be made in writing to be effective. Telecommunication transmission, in particular by fax or e-mail, is sufficient to comply with the written form requirement, provided that a copy of the signed declaration is transmitted. The language available for the conclusion of the contract is German. We do not store the text of the contract.

(3) The relationship between Kroschke and you is governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) does not apply.

(4) Insofar as the contract or these General Terms and Conditions contain loopholes, those legally effective provisions shall be deemed to have been agreed to fill these loopholes which the contracting parties would have agreed upon in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions if they had been aware of the loophole.