

# General Terms and Conditions of Purchase (GTCP)

## Etikettendruck Förster GmbH & Co. KG

Last revised January 2022

### 1. Scope of validity

1. All business transactions between Etikettendruck Förster GmbH & Co. KG, hereinafter referred to as FÖRSTER, and the seller, supplier, contractor or provider of work and services, hereinafter referred to as Supplier shall be exclusively governed by these GTCP in addition to any other expressly agreed special contractual agreements. FÖRSTER shall not recognise any varying terms and conditions unless FÖRSTER expressly agrees to their validity. These GTCP shall also apply if FÖRSTER accepts the delivery or service in awareness of varying conditions.

2. The conclusion of a contract shall not be frustrated due to contradictory general terms and conditions. To the extent that conflicting general terms and conditions correlate, the correlating provisions shall apply. Further, the provisions of these GTCP that are not countered by conflicting provisions of the Supplier's GTCP shall be deemed to be agreed.

Conversely, any provisions of the Supplier's general terms and conditions that are not consistent with the content governed by these GTCP shall not become part of the contract.

In all other cases, discretionary law shall apply.

3. These GTCP shall also apply to all future contracts without being included once more. They shall apply until new GTCP are issued by FÖRSTER.

4. These terms and conditions of purchase shall only apply to entrepreneurs within the meaning of section 14 German Civil Code (BGB).

5. Ancillary agreements and subsequent amendments to the contract made by persons not authorised to represent the company must be made in writing.

### 2. Offers

1. Offers and sampling are free of charge for FÖRSTER. Any deviations from FÖRSTER's inquiry shall be clearly indicated in the offer. The Supplier shall be bound to its offer for at least one month.

2. Documents of FÖRSTER shall be returned without undue delay and at no charge to FÖRSTER if they are no longer required for the execution of the contract.

3. Orders shall be accepted by the Supplier in writing within three working days of the date of the order, stating the order number communicated by FÖRSTER. The Supplier shall confirm the order in writing. FÖRSTER is entitled to revoke the order up to the point of receipt of the declaration of acceptance.

4. Confirmed prices are deemed to be fixed prices.

5. Delivery call-offs shall become binding if the Supplier does not object within one week of receipt.

6. Blanket orders only create an entitlement to the procurement of input material to the necessary extent.

7. The parts for call-off orders may only be produced permissible following receipt of the call-off.

### 3. Amendments

1. FÖRSTER may request amendments to the contract prior to execution of the order. The amendments shall be settled by mutual agreement. Any objections to the changes requested by FÖRSTER shall be notified to FÖRSTER without undue delay.

2. If no agreement can be reached, we are entitled to withdraw from the contract; in this case, the Supplier shall receive an appropriate reimbursement of expenses.

3. The Supplier is not entitled to make changes to the order without FÖRSTER's prior written consent.

### 4. Prices, invoices, payment

1. Delivery shall be made in accordance with the DDP (*Delivered Duty Paid*) clause of INCOTERMS 2020.

2. A price stated in the order shall be deemed to be the maximum price. It may be reduced, but not exceeded. Unilateral price increases are not permitted.

Value added tax shall be shown separately. Costs of packaging and insurance are included in the price.

3. The Supplier shall not charge FÖRSTER higher prices and shall not grant less favourable conditions than to other comparable customers.

4. Invoices shall be issued separately in duplicate for each order, with the original and the copy marked accordingly, without undue

delay upon delivery. They must contain the order reference, order number and item number. If known, the ordering person or department and the intended application should be indicated.

Invoices not properly submitted shall only be deemed to have been received by FÖRSTER as of the point of correction.

5. Unless otherwise agreed, payments shall be made by FÖRSTER in euros free the Supplier's domestic bank account.

6. Payment shall be made when the invoice is due, the goods have been received in full and free of defects or the service has been rendered free of defects. This shall apply accordingly in the case of permissible partial deliveries.

The period for payment shall commence on the date of delivery free of defects, the date of performance free of defects, the date of acceptance or the date on which the invoice is due, whichever is the later.

Payment shall be made subject to invoice verification and proper performance of the contract.

7. Delays due to incorrect invoices shall not affect any agreed discount periods. In the event of a cash discount agreement, payment shall be made in accordance with the agreement, but at least within 14 days less three percent or within 30 days net from the date of invoice.

8. FÖRSTER shall not be in default of payment in cases of ordinary negligence. FÖRSTER's liability to pay compensation for damage caused by delay shall be limited to the damage typically occurring.

9. If advance payments are agreed, the Supplier shall provide an unlimited performance guarantee from a German bank or insurance company *pari passu* against performance and in the amount of the advance payment. In the event of a delay in delivery, interest on arrears shall be deducted from the advance payment amount at a rate of nine percentage points above the base interest rate in accordance with section 247 BGB. The Supplier shall be at liberty to prove a lower amount of damage.

This provision is without prejudice to FÖRSTER's entitlement to assert default damages.

10. FÖRSTER shall be entitled to withdraw from the contract if the Supplier's solvency deteriorates to an extent that jeopardises the performance of the contract or if the Supplier discontinues its deliveries or if insolvency proceedings are initiated over its assets. The right of withdrawal may also be exercised only partially.

11. The Supplier is not entitled to assign claims against FÖRSTER to third parties or to have them collected by third parties without FÖRSTER's consent. If an extended retention of title is agreed, consent shall be deemed to have been granted. If the Supplier nevertheless assigns claims against FÖRSTER to a third party without FÖRSTER's consent, FÖRSTER may make payment with discharging effect both to the Supplier and to the third party.

12. FÖRSTER shall have a right to refuse performance, a right of set-off and a right of retention to the extent provided by law.

The Supplier shall only be entitled to rights of set-off and retention insofar as the counterclaim on which the right to refuse performance, right of retention or right of set-off is based is undisputed or has been conclusively determined by a court of law.

### 5. Obligation to examine and give notice of defects

1. Deliveries shall only be inspected by FÖRSTER for obvious defects, i.e. quantity, identity as well as obvious transport and storage damage. FÖRSTER is not under an obligation to perform further inspections in the incoming goods department. A notice of defects shall be deemed timely if it is made within ten working days of the discovery of the defect. To that extent, the Supplier waives the defence of a delayed notice of defects. For resale transactions, receipt of the buyer's notice of defects shall be pertinent.

2. Where acceptance has been agreed, FÖRSTER shall be under no inspection obligation. In all other respects, it depends on the extent to which an inspection is feasible for FÖRSTER in the proper course of business, taking into account the circumstances of the individual case. 3. Defects or damage to the deliveries detected subsequently in the ordinary course of business must also be notified to the Supplier within ten working days of detection. The Supplier also waives the defence of a delayed notice of defects to this extent

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4. In the event of a justified complaint, FÖRSTER reserves the right to charge the Supplier for the costs of inspection and notification of defects. The Supplier shall bear the costs and risk of returning defective delivery items.

### 6. Delivery traffic, delay, contractual penalty

1. The dates and deadlines stated in the order or call-off are binding. FÖRSTER shall not be obliged to perform acceptance prior to the close of the delivery date.

As regards deliveries, the receipt of the delivery at the agreed works of FÖRSTER or at the place of receipt or use named by FÖRSTER shall be material for the observance of deadlines and dates.

The following goods acceptance times apply to all receiving or usage points:

Monday to Friday:                    from 7:00 a.m. - 12:00 noon  
    from 12:30 pm - 3:30 pm

As regards services, the timely and complete provision of the service shall be material.

As regards performance of work, the time of acceptance shall be material.

2. Partial deliveries and partial services are only permissible with FÖRSTER's written consent.

Where partial deliveries are agreed, the remaining quantity shall be listed.

3. The Supplier shall notify FÖRSTER without undue delay of any difficulties that prevent it from delivering on time in the prescribed quantity or quality and obtain a decision on the continuation of the order. It shall be liable for any notifications that are not made or are made late.

4. In the event of earlier delivery than agreed, FÖRSTER reserves the right to return the goods at the Supplier's expense or to store them temporarily with third parties at the Supplier's expense. If no return or storage with third parties takes place in the event of premature delivery, the goods shall be stored at FÖRSTER until the delivery date at the Supplier's expense and risk. In the event of early delivery, FÖRSTER reserves the right to make payment only on the agreed due date. In the event of earlier delivery, the discount period shall be calculated from the day of the agreed delivery date or the day of receipt of the invoice by FÖRSTER, whichever occurs later.

5. In the event of a delay in delivery, FÖRSTER shall be entitled to the statutory claims. Any exclusion or limitation of liability on the part of the Supplier is ruled out.

6. In the event of withdrawal, FÖRSTER may retain partial deliveries against a credit note.

In the event that the Supplier repeatedly or permanently fails to meet the deadline, FÖRSTER is entitled to withdraw from the contract or to terminate the contract without notice. In the event of failure to meet a deadline through no fault of FÖRSTER, FÖRSTER shall be entitled to withdraw from the contract if the failure to meet the deadline is significant and the urgency of the delivery requires this due to its own deadline commitment.

7. If the Supplier is in default, it shall be obliged to comply with a request by FÖRSTER for express dispatch (express or express goods, express messenger, express parcel, air freight, etc.) at its own expense.

8. A reminder or the setting of a deadline is not required if the delivery date has been agreed as "fixed" or if the Supplier declares that it will not be able to deliver even within the deadline.

9. If the Supplier is in default, FÖRSTER is entitled, after issuing a reminder, to demand liquidated damages in the amount of ten percent of the net delivery value or the performance per completed week, but not more than a total of 50 percent of the net delivery value or the performance and to withdraw from the contract. FÖRSTER reserves the right to claim higher damages. The Supplier is at liberty to prove a lower level of damage. The liquidated damages paid shall be set off against any claim for damages. The right to claim payment of agreed liquidated damages shall not be forfeited by the fact that the liquidated damages were not expressly reserved upon acceptance of the delayed delivery, provided that they are claimed by the time of final payment.

10. In the event of a delay in delivery on the part of the Supplier, FÖRSTER is entitled to make a covering purchase to the extent that it is appropriate under the circumstances in order to avert imminent consequential damage caused by the delay. The additional costs incurred by FÖRSTER as a result thereof shall be

borne by the Supplier.

11. The Supplier may only rely on the absence of necessary documents to be supplied by FÖRSTER if it has sent a written reminder for the documents and has not received them within a reasonable period of time.

12. In the event of delayed acceptance, FÖRSTER shall only be liable for claims for damages where we are at fault.

13. Each consignment shall be accompanied by a delivery note in duplicate showing all markings contained in the order, in particular the name of the orderer, order no., part no., batch no., item no.. Partial and remaining deliveries shall be separately labelled.

The delivery note should be attached to the outside of the delivery, either under a sticker or under packing paper with the note: "Delivery note here".

In the case of import deliveries, all necessary accompanying documents, in particular movement certificates, express vouchers, customs transit notes, certificates of origin and invoices, must be enclosed with the consignment – depending on the type of dispatch and country of delivery.

14. FÖRSTER shall be notified of each delivery in advance. The announcement should contain information about the order number, number of pieces, dimensions, weight, special rules for handling the goods, unloading, transport and storage.

Delays, additional costs as well as damages caused by non-observance of the shipping instructions shall be borne by the Supplier.

FÖRSTER reserves the right to return packaging goods to the Supplier.

15. Risk shall only pass upon delivery after unloading by the Supplier or the transport company to the shipping address specified by FÖRSTER or upon acceptance. This also applies if FÖRSTER's personnel assists with unloading.

### 7. Force majeure

1. In cases of force majeure, FÖRSTER shall be released from the corresponding obligation to fulfil the contractual obligations and from any obligation to pay damages or from any other contractual remedy for breach of contract in this connection as of the time at which the impediment makes it impossible for FÖRSTER to accept the goods or work performance or to accept the service, provided that this is notified to the Supplier without undue delay. If the notification is not made without undue delay, the exemption shall take effect from the point at which the Supplier receives the notification. FÖRSTER shall reimburse the Supplier for any services already rendered by the Supplier.

2. "Force Majeure" refers to the occurrence of an event or circumstance which prevents FÖRSTER from performing one or more of FÖRSTER's obligations under the contract if and to the extent that FÖRSTER demonstrates that: (a) such hindrance is beyond the reasonable control of FÖRSTER; and (b) it was not reasonably foreseeable at the time of the conclusion of the contract; and (c) the effects of the hindrance could not reasonably have been avoided or overcome by FÖRSTER.

Until proven otherwise, force majeure shall be presumed to exist in the following events:

- (i) War (declared or undeclared), hostilities, attack, acts of foreign enemies, large-scale military mobilisation;
- (ii) Civil war, riot, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy;
- (iii) Currency and trade restrictions, embargo, sanctions;
- (iv) Lawful or unlawful official acts, compliance with laws or government orders, expropriation, seizure of works, requisition, nationalisation;
- (v) Plague, epidemic, natural disaster or extreme natural event;
- (vi) Explosion, fire, destruction of equipment, prolonged failure of transportation, telecommunications, information systems or power;
- (vii) General labour unrest such as boycotts, strikes and lockouts, go-slows, occupations of factories and buildings.

3. If the effect of the asserted impediment or event is temporary, the consequences set out in clause 1 shall only apply for as long as the asserted impediment prevents FÖRSTER from performing the contract.

4. If the duration of the asserted impediment has the effect that the contracting parties are substantially deprived of what they could reasonably expect by virtue of the contract, both contracting parties shall be entitled to terminate the contract by notifying the

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other contracting party within a reasonable period of time. Unless otherwise agreed, the contracting parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 60 days.

5. FÖRSTER shall also be entitled to the rights set out in clause 7 to the extent that FÖRSTER was already in default of acceptance when these circumstances occurred.

### 8. Product safety

1. The Supplier warrants that its products, services and work performances are free from defects.

2. The Supplier shall inform itself about the intended use of its products, services and work performances.

3. The Supplier shall mark its delivery items in such a way that they are recognisable as its products.

4. The Supplier shall enclose test certificates and safety data sheets with its deliveries.

5. The Supplier's services and work performances shall comply with the accident prevention and occupational health and safety regulations as well as the generally recognised safety and occupational medical rules.

### 9. Claims for defects and damages

1. Complaints entail additional expenditure. For this reason, FÖRSTER reserves the right to charge a flat-rate compensation fee of €100.00 per justified complaint.

The Supplier reserves the right to prove a lower expense and FÖRSTER the right to prove a higher expense.

2. FÖRSTER is entitled, at its discretion, to demand subsequent performance from the Supplier, to withdraw from the contract or to reduce the purchase price and to demand compensation for damages or reimbursement of wasted expenditure in accordance with the statutory provisions.

Within the scope of subsequent performance, FÖRSTER shall be entitled to demand, at its discretion, the rectification of the defect or the delivery of a defect-free item.

The Supplier is obliged to bear all expenses required for the purpose of rectifying the defect, replacement delivery or rectification of damage, in particular transport, travel, labour and material costs.

3. If the Supplier fails to rectify the defect or make a replacement delivery within a reasonable period of time set by FÖRSTER or if rectification of the defect is impossible or fails, FÖRSTER shall be entitled to withdraw from the contract and to claim damages instead of performance.

If, due to particular urgency, it is no longer possible to inform the Supplier of the defect and the impending damage and to set it a deadline, albeit a short one, to perform rectification itself, FÖRSTER shall be entitled to rectify the defect itself or have it rectified by third parties at the Supplier's expense.

4. If the same goods are repeatedly delivered defectively, FÖRSTER is entitled to withdraw from the contract after a written warning in the event of a repeat defective delivery, and also where the scope of delivery is unfulfilled.

5. Claims for compensation for defects or damages shall become statute-barred in the case of a purchase contract upon expiry of 36 months after delivery of the FÖRSTER products manufactured using the delivery products, and no later than upon expiry of 60 months since delivery to FÖRSTER as well as upon expiry of 60 months after acceptance of the service or work performance in the case of services and work performance.

This shall only apply insofar as no longer or later limitation period is provided for by law.

If acceptance is delayed through no fault of the Supplier, the warranty period shall be a maximum of 60 months after the delivery item is made available for acceptance.

For delivery parts which cannot remain in operation or otherwise be used in accordance with their intended purpose during supplementary performance or damage repair, the current warranty period shall be extended by the time of the interruption of operation or use.

The aforementioned limitation periods shall also apply in the event that the Supplier has assumed a guarantee for its products, work or services.

6. Claims against the Supplier due to defects of title of the products, services or work performances shall become statute-barred five years after delivery to FÖRSTER or acceptance by

FÖRSTER.

This shall only apply insofar as no longer or later limitation period is provided for by law.

7. If the Supplier discernibly acts not only as a gesture of goodwill or to settle a dispute amicably, but in the knowledge that it is obliged to rectify the defect, taking into account in particular the scope, duration and costs of the rectification of the defect, the limitation period for parts subsequently delivered within the limitation periods shall recommence at the time at which the Supplier has provided the services for subsequent performance or upon acceptance.

8. The Supplier shall indemnify FÖRSTER against claims for damages by third parties which are the result of material defects in the delivery item or the service or work performed, insofar as the Supplier is responsible for the damage.

If a claim is made against FÖRSTER on the basis of strict liability vis-à-vis third parties in accordance with discretionary law, the Supplier shall be liable to FÖRSTER to the extent that it would also be directly liable. The principles of section 254 BGB (German Civil Code) shall apply accordingly to the compensation of damages between FÖRSTER and the Supplier.

9. The Supplier shall indemnify FÖRSTER against claims by third parties due to defects of title insofar as the Supplier is responsible for the defect.

10. The Supplier is obliged to reimburse expenses for and damages caused by a recall or take-back action carried out to prevent personal injury or damage to property that are the result of the defectiveness of the delivery item or the service or work performed.

11. Where the Supplier merely operates as a dealer or is not at fault for damage suffered by FÖRSTER solely because the damage is attributable to a defect in its own supplied product which was not apparent to the Supplier, the Supplier shall not invoke against FÖRSTER an absence of fault exclusively for these reasons in accordance with the statutory provisions. In this respect, the Supplier shall bear full responsibility towards FÖRSTER for the products delivered or work performed by it. In this context, it is the Supplier's own responsibility to contractually secure any recourse claims against its own Suppliers.

### 10. Insurance cover

1. The Supplier undertakes to take out and maintain business and product liability insurance with a sum insured of at least €2.5 million for each case for personal injury on the one hand and for damage to property and product assets on the other hand as well as general recall costs insurance with a sum insured of at least €1 million.

2. The scope of the product liability insurance must extend to the forms of coverage of the so-called extended product liability insurance (ProdHV) including the insurance of personal injury and property damage due to the lack of agreed characteristics of the delivery products pursuant to clause 4.1 ProdHV (GDV model terms and conditions – earliest version August 2008), combination, mixing and processing of the delivery products in accordance with clause 4.2 ProdHV, further processing in accordance with clause 4.3 ProdHV, dismantling and installation costs in accordance with clause 4.4 ProdHV, scrap productions by machines in accordance with clause 4.5 ProdHV as well as an inspection and sorting costs clause in accordance with clause 4.6 ProdHV.

3. The cover must also extend to damage abroad.

4. The Supplier shall submit the provisions on the modification of the inspection and complaint obligations pursuant to clause 5 of these GTCP and on the extension of the statutory limitation period pursuant to clause 9 para. 5 of these GTCP as well as the provision on the indemnification pursuant to clause 9 paras. 8 and 9 of these GTCP to its business liability insurer for co-insurance within the scope of its business and product liability insurance and for confirmation that cover is not prejudiced.

5. The Supplier shall agree with its insurer on the co-insurance of the recall costs pursuant to clause 9 para. 10 of these GTCP in addition to its business and product liability insurance.

6. The Supplier shall provide FÖRSTER with the confirmation of the insurer regarding the aforementioned scope of cover (*Certificate of Insurance*) at the latest with the first delivery or service.

### 11. Confidentiality

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1. The contractual partners undertake to treat all aspects of the business relationship as confidential. In particular, they shall treat as business secrets all commercial and technical details which are not in the public domain and which become known to them through the business relationship. Information or aspects of the business relationship which were already publicly known at the time of disclosure as well as such information or aspects of the business relationship which were already demonstrably known to the Supplier prior to the disclosure of the information by FÖRSTER shall not be subject to the duty of confidentiality.

2. FÖRSTER reserves the property rights and copyrights to illustrations, drawings, calculations, samples, dummies, sketches, drafts, technical information, lithographs, proofs and other documents. In particular, documents of FÖRSTER communicated in writing or by email may only be made available to those persons executing the FÖRSTER order. The Supplier shall ensure that its employees also protect FÖRSTER's legitimate interests in confidentiality.

3. The Supplier is obliged to maintain confidentiality even after the end of the business relationship.

All items provided by FÖRSTER are to be returned to FÖRSTER after rejection or completion of the order.

4. The items, documents and other information provided to the Supplier may only be reproduced within the scope of operational requirements and copyright provisions.

5. All information concerning the business relationship with FÖRSTER is not intended for third parties.

Any disclosure, even partial, of FÖRSTER's order to third parties may only be made with FÖRSTER's prior written consent; the Supplier shall also oblige the third parties to maintain secrecy within the framework of a similar agreement.

6. The Supplier may only advertise the business relationship with FÖRSTER subject to prior written consent.

7. The Supplier undertakes not to transact business that corresponds to the subject matter of the order directly or indirectly with customers of FÖRSTER.

### 12. Disclosure and assignment to third parties

1. Orders may not be transferred to third parties without FÖRSTER's consent. Any such transfer shall entitle FÖRSTER to withdraw from the contract and to claim damages.

2. Products which correspond to FÖRSTER's order and are not of general specification but are intended for a specific application may not be supplied to third parties.

### 13. Means of production, retention of title

1. Means of production provided, planned or paid for by FÖRSTER, such as drawings, models, templates, data, films, lithographs, tools and printing carriers, shall remain or become the property of FÖRSTER.

They may not be used for deliveries to third parties, reproduced, sold, transferred by way of security, pledged or passed on in any other way. The same shall apply to the delivery items manufactured with the aid of these means of production.

The Supplier is obliged to use the means of production exclusively for the manufacture of the contractual products ordered by FÖRSTER.

2. Where items owned by FÖRSTER are seized by third parties, the Supplier is obliged to notify FÖRSTER thereof in writing without undue delay. As soon as any attachment is performed, the Supplier shall inform the enforcement body of the ownership of the items.

3. The Supplier is obliged to insure items owned by FÖRSTER at replacement value at its own expense by way of a property insurance policy with the widest possible scope of coverage (*all-risk coverage, extended coverage*).

The Supplier shall assign the claims for compensation from this insurance policy to FÖRSTER. FÖRSTER hereby accepts the assignment.

4. The Supplier shall be obliged to carry out any necessary maintenance and inspection work on the items provided as well as all maintenance and repair work at its own expense and in good time.

5. Where items are provided by FÖRSTER, FÖRSTER reserves title thereto. Contractually agreed processing or transformation by the Supplier shall be carried out on FÖRSTER's behalf. If the goods subject to retention of title are processed, combined or

mixed with other items not belonging to FÖRSTER, FÖRSTER shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title to the other items at the time of processing, combination or mixing. If processing, combining or mixing is carried out in such a way that the Supplier's item is to be regarded as the main item, it is deemed agreed that FÖRSTER shall transfer co-ownership to the Supplier on a pro rata basis.

This provision shall also apply if FÖRSTER refuses acceptance due to late or defective delivery or if FÖRSTER could refrain from placing further orders.

In such cases, the items provided shall be made available to FÖRSTER free of charge. A right of set-off is excluded.

6. Additional expenses due to material defects and deviations of dimensions in the raw materials provided may only be charged to FÖRSTER after prior written consent to these additional expenses.

7. The Supplier is obliged to check the provided items for obvious defects, such as identity, quantity and transport damage, upon handover and to notify FÖRSTER of any defects without undue delay. Defects in the items provided that are discovered during processing are to be reported to FÖRSTER without undue delay upon discovery of the defect.

8. Where the security interests to which FÖRSTER is entitled exceed the purchase price of all goods subject to retention of title not yet paid for by more than 15 percent, FÖRSTER shall release a corresponding part of the security interests at the Supplier's request.

9. Any extension or prolongation of a retention of title which goes beyond the simple retention of title of the Supplier to the unprocessed supplied product stored at FÖRSTER, in particular after processing, combination or mixing with other goods as well as after sale of the Supplier Product, shall not be recognised by FÖRSTER.

10. Items which FÖRSTER provides to the Supplier remain the property of FÖRSTER and may not be used for other purposes or made accessible to third parties.

11. Items that are manufactured on behalf of FÖRSTER shall become the property of FÖRSTER. These may only be supplied to third parties with the express prior written consent of FÖRSTER.

### 14. Industrial property rights

1. The Supplier shall ensure that all deliveries and services are free of third-party industrial property rights and, in particular, that no patents, licences and other third-party industrial property rights are infringed by the delivery and use of the delivery items.

2. The Supplier shall indemnify FÖRSTER and its customers against claims by third parties arising from any infringements of industrial property rights, to such extent as the Supplier is responsible for such infringements.

3. FÖRSTER is entitled to obtain permission for the use of the relevant delivery items and services from the entitled party at the Supplier's expense.

### 15. EU REACH Regulation

The Supplier shall ensure that all substances used which fall under the EU Chemicals Regulation REACH are registered or authorised with FÖRSTER in accordance with this regulation and taking into account the contractual use of the substances. This also applies to suppliers outside the EU. At our request, the Supplier shall provide suitable evidence regarding the fulfilment of this obligation.

### 16. Provision of data

The Supplier warrants that it has complied with the obligations under the German Federal Data Protection Act (BDSG) and other data protection provisions when storing or processing personal data and addressing an addressee in advertising.

### 17. Place of jurisdiction, place of performance, applicable law

1. The place of jurisdiction shall be, at the discretion of FÖRSTER, the court competent for the place of business of FÖRSTER or the place of jurisdiction of the Supplier.

2. The place of performance shall be the place to which the goods are to be delivered in accordance with the order. The place of performance for payments is the registered office of FÖRSTER.

3. The contractual relationships with FÖRSTER and the clients of

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FÖRSTER shall be governed exclusively by the law of the Federal Republic of Germany.

4. Should individual parts of these GTCP be invalid, this shall not affect the validity of the remaining provisions. The contracting parties shall endeavour to replace the invalid clause with another clause which comes as close as possible to the economic purpose and legal meaning of the original wording and is in accordance with the relevant statutory provision in this respect.

5. The contractual language is German.

### 18. Contact details

#### **Etikettendruck Förster GmbH & Co. KG**

Berliner Straße 5  
73770 Denkendorf

Phone: +49 (0) 711 934902-0

Fax: +49 (0) 711 3461740

Email: [info@foerster-etiketten.com](mailto:info@foerster-etiketten.com)

<http://www.foerster-etiketten.com>

Registry Court: Esslingen Local Court,  
Commercial register no.: HRA 212372

Personally liable partner: E.F.D.Verwaltungs GmbH

Registry Court: Esslingen Local Court

Commercial register no.: HRB 214639

Managing Director Birgit Förster

Tax no.: 5931400460

VAT ID: DE 814191783