

General Terms and Conditions of microPrint LC GmbH

I General

- 1 These 'General Terms and Conditions' of microPrint LC GmbH (hereinafter referred to as 'Seller') apply to the extent that the contracting parties have not agreed on something to the contrary explicitly and in writing. General Terms and Conditions of the Buyer do not apply in any case, including if these are contained in a quotation, order confirmation etc. of the Buyer.

II Conclusion of contract

- 2 The sales contract is considered to have been concluded when the Seller has sent a written order confirmation to the last known address of the Buyer after receipt of a relevant order.
- 3 Changes and additions to the contract must be in writing to be valid (including fax and PDF documents) and must be signed by both contracting parties. Verbal secondary agreements are not binding. Communications relating to this contract and its processing must be in the German language and transmitted in writing or in a form that facilitates reading as a text, such as a letter, fax or email.
- 4 The quotations of the Seller are non-binding unless something is stated to the contrary. In case of deviations between the quotation and the order confirmation, the order confirmation takes precedence.
- 5 In case of changes and additions by the Buyer after conclusion of the contract the Seller is free to accept these in return for a suitable additional price. Working hours and materials shall be settled according to actual cost.
- 6 Delivered quotations, pricelists and cost estimates are non-binding.

III Place of fulfilment and assumption of risk

- 7 Place of fulfilment for all obligations in the context of the contract is the registered office of the Seller. With the conclusion of the contract the use and risk of the purchased goods transfers to the Buyer. If another place of fulfilment is agreed upon in writing, the Buyer bears the risk of accidental destruction or accidental worsening of the purchased goods as soon as the purchased goods are submitted by the Seller for shipping.

IV Transport costs, partial deliveries

- 8 The Buyer assumes the costs of packaging, transport and insurance of the purchased goods as well as of export, transshipment and import fees. The Buyer assumes all other costs and taxes associated with the purchased goods. The Seller is entitled at any time to make partial deliveries, whereby the Buyer must assume all associated costs of transport.

V Delivery date

- 9 The purchased goods are placed for collection by the Seller at the time stated in the order confirmation at his registered office, as long as the Buyer has supplied all information and documents that he must provide at the time of conclusion of the contract and has fulfilled all of his obligations in the context of this contract and has made all agreed upon payments. The Buyer must pick up the purchased goods on the delivery date at the registered office of the Seller.
- 10 Replacement and small parts and consumable items will be shipped up to the date indicated in the order confirmation, as long as the Buyer has fulfilled all his obligations in the context of this contract and has made all agreed upon payments (including forwarding costs etc.) and the order confirmation does not specify a different type of delivery.
- 11 If there is no delivery date in the order confirmation, a delivery period of three months from order applies. Delivery is subject to the condition that the Buyer has fulfilled the foregoing obligations.
- 12 In case of late fulfilment of the obligations of the Buyer in the context of this contract or in case of post-contractual changes and/or addition requests by the Buyer regarding the purchased goods or in case of difficulties on the part of the Seller with regard to access to materials, operating problems, unforeseen events or other reasons that lie outside the realm of influence of the Seller, the delivery date shall be adjusted accordingly.
- 13 If the delivery date of the purchased goods or the date of shipment of replacement and small parts is exceeded, the Buyer must grant the Seller a secondary deadline, in writing, of at least 30 days and after its unfulfilled passage either declare in writing within 10 days that he is withdrawing from the contract or that he continues to desire delivery to be effected. Claims for damages by the Buyer against the

Seller due to late delivery of the purchased goods are expressly excluded.

VI Purchase price

- 14 The Buyer must pay the purchase price in accordance with the conditions in the order confirmation. If the order confirmation does not contain a payment deadline, prepayment applies. All prices are ex works, excluding packaging, forwarding, insurance costs, etc.
- 15 Ownership of the delivered purchased goods remains with the Seller until the payment of the purchase price. If the Buyer defaults in payment of the purchase price, the Seller is authorised to have a reservation of title entered into the title reservation register at the expense of the Buyer.
- 16 If the Buyer is in arrears with a payment obligation, he must pay arrears interest of 8%.
- 17 If the Buyer is in arrears with the payment of the purchase price, the Seller, according to his own choice, may either simply withdraw from the contract or give the Buyer a secondary deadline of 10 days and after the unfulfilled passage of these days may either declare his withdrawal from the contract and claim damages (positive or negative contractual interest) or continue to demand payment of the purchase price. As long as the Buyer has not fulfilled his obligations under this contract, the performance obligations lie with the Seller, insofar as the Seller is not expressly obliged to effect pre-fulfilment according to this contract.

VII Acceptance

- 18 The Buyer must pick up and accept the purchased goods on the delivery date at the place of fulfilment.
- 19 If the Buyer is in arrears with the acceptance of the purchased goods, the Seller may give the Buyer a secondary deadline of 10 days and after the unfulfilled passage of these days may declare his withdrawal from the contract and claim damages (positive or negative contractual interest) or continue to demand acceptance.

VIII Warranty

- 20 The statutory warranty rights of the Buyer are comprehensively excluded. The Seller shall grant the Buyer a manufacturing warranty according to the valid warranty slip and the following terms of warranty under figure 29 et seqq.

IX Obligation of Seller to pay damages

- 21 A further liability of the Seller is limited for all claims for damages cumulatively at maximally 10% of the purchase price paid. The Seller's liability for indirect and/or indirect loss or consequential loss such as, for example, lost profit, production loss, operating stoppages etc. is excluded to the legally permissible extent.

X Intellectual property and confidentiality

- 22 Cost estimates, plans, sketches and other technical documents that the Seller supplies to the Buyer in the context of the sales contract represent intellectual property of the Seller and may not be copied or released to third parties through any medium or manner without the explicit written authorisation of the Seller.
- 23 The Buyer undertakes to uphold the patent and intellectual property rights accruing to the Seller in the context of manufacture and technology and to refrain from reproducing the purchased goods, parts thereof or their accessories himself or making these accessible to third parties for reproduction.
- 24 Both parties undertake to keep all information that is marked as confidential or is obviously confidential that they receive from each other in the context of this contract confidential vis-a-vis third parties. They shall ensure compliance with this obligation by their employees. This confidentiality obligation continues beyond the end of this contract as long as the holder of the confidential information has an interest in its being kept confidential.

XI Set-off and assignment of claims

- 25 The Buyer hereby waives the right of set-off for all claims against the Seller on the basis of this contract or from other legal relationships as well as of the assignment of claims to third parties.

XII Severability clause

- 26 If provisions of this contract are or become partially or entirely ineffective, this shall not compromise the effectiveness of the remaining provisions. Parties undertake to replace ineffective provisions such that their economic purpose is maintained as far as possible.

XIII Applicable law

- 27 This contract is subject to Swiss law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Swiss law applies to claims of product liability. General terms and conditions of the Buyer are not applicable.

XIV Jurisdiction

- 28 Sole place of jurisdiction for all disputes directly or indirectly arising out of this purchase contract is the registered office of the Seller in Schaffhausen in Switzerland.

XV Manufacturer's warranty

- 29 The following warranty terms of the Seller and Manufacturer are an integral part of these General Terms and Conditions. A warranty (hereinafter 'warranty') is offered on your microPrint LC GmbH product (hereinafter 'purchased goods') by microPrint LC GmbH (hereinafter 'manufacturer') with its registered office in Switzerland according to the valid warranty slip and according to the present warranty terms of the manufacturer.
- 30 The manufacturer grants the Buyer a warranty against receipt of the fully and correctly completed and signed warranty slip in the original ('valid warranty slip') in accordance with these warranty terms and conditions. The warranty period is 12 months from date of delivery with the use of the purchased goods in single-shift operations and 6 months after date of delivery with the use of the purchased goods in multi-shift operations. 'Delivery date' means in the present case the time at which the purchased goods are picked up at the manufacturer or the time at which the purchased goods are sent by the manufacturer. Upon resale of the purchased goods according to paragraph 39 of these warranty terms, the delivery date always means the time of pickup of the purchased goods from the 'Buyer/Reseller' or the time at which the purchased goods are sent by the 'Buyer/Reseller'. The warranty period is not extended or renewed by repair, replacement of the purchased goods or individual parts or reimbursement, including not with regard to replaced or repaired parts.
- 31 The Buyer must inform the manufacturer of the defects covered by warranty within the warranty period in writing and in detail and provide evidence of these.
- 32 The warranty covers defects on all parts of the purchased goods which, within the warranty period, demonstrably occur during proper operation and maintenance as well as normal use due to poor construction, poor materials or defective processing.
- 33 Excluded from the warranty are all consumables and parts subject to natural wear (e.g. microswitches, doctor rings, flood bar, set screws, etc.). The warranty does not cover defects which are due to normal wear and tear. Further claims, in particular claims for the replacement of damage not occurring to the purchased goods, are excluded. The manufacturer only assumes an obligation if the Buyer has properly fulfilled his contractual obligations.
- 34 Warranty claims are subject to the proviso that a defect cannot be traced back to improper installation or operation, any changes to the purchased goods by the Buyer or third parties, careless or improper use or maintenance of the purchased goods or use of the purchased goods that is not associated with its use according to purpose. The purchased goods are only to be operated by qualified and properly instructed personnel with suitable experience in pad printing. Specifically, the right colour must be chosen for the product, the right viscosity of the colour must be set, the right pad form, pad hardness and the correct cliché etc. must be used.
- 35 According to his choice, the manufacturer may replace, repair or refund payment for defective parts. Warranty processing on the purchased goods is free of charge. Replaced parts become the property of the manufacturer.
- 36 The Buyer must set a suitable deadline for the manufacturer for warranty processing of at least 60 days. Warranty benefits are issued at the registered office of the manufacturer. To this end, the Buyer must bring or send the purchased goods, at his own cost and risk to the registered office of the manufacturer. It is at the discretion of the manufacturer whether or not he will carry out warranty work on site at the request of the Buyer. Costs incurred for travel expenses, driving time, overnight accommodation and all other expenses shall be reimbursed by the Buyer. The manufacturer is authorised to request a reasonable advance for this.
- 37 The warranty is void with immediate effect with the use of consumables, spare parts and accessories from other manufacturers on the purchased goods (except for the use of colours, pads, clichés and cleaning tape), if the purchased goods are worked on by someone

other than the manufacturer (unless such person has received a written order for this), and if the labelling or the model and serial number of the purchased goods have been changed, deleted or made illegible, as well as in case of violation of intellectual property rights of the manufacturer.

- 38 A possible warranty extension is only possible through explicit and written extension by the manufacturer. The present warranty terms apply to any extended warranty.
- 39 Warranty on resale of the purchased goods: Upon resale of unused purchased goods, the 'Buyer/Reseller' is obliged to immediately inform the manufacturer of the date of the delivery of the purchased goods to the 'new Buyer' and the serial number of the purchased goods in writing; otherwise the warranty lapses. In addition, the 'Buyer/Reseller' undertakes to hand the 'new Buyer', together with the purchased goods, the warranty slip and the warranty terms of the manufacturer, and fill in all fields on the warranty slip and date the warranty slip, add the company stamp, sign it and immediately give the manufacturer a copy of the correctly completed warranty slip ('valid warranty slip'); otherwise the warranty lapses. The 'new Buyer' must also fill in all fields on the warranty slip and date it, affix the company stamp, sign it and immediately send the manufacturer a copy of the correctly completed warranty slip ('valid warranty slip'); otherwise the warranty lapses. On resale of unused purchased goods with a valid warranty slip according to the aforementioned provisions, the warranty period recommences on the delivery date of the purchased goods according to the warranty slip to the 'new Buyer' by the 'Buyer/Reseller' if the warranty period has not already passed since the delivery date of the purchased goods by the manufacturer to the 'Buyer/Reseller'. On resale of used purchased goods, no new warranty period commences. The warranty period commences at the resale of used purchased goods commencing on the delivery date of the delivered goods according to the warranty slip of the manufacturer to the 'Buyer/Reseller' and ends at the latest after the conclusion of the warranty period according to paragraph 30 of these warranty terms.
- 40 This warranty is independent of any warranty and/or warranty rights promised by the 'Buyer/Reseller' to the 'new Buyer', for which the 'Buyer/Reseller' is solely responsible. This warranty does not limit the rights accruing to the 'new Buyer' vis-a-vis the 'Buyer/Reseller'.
- 41 A possible assignment of claims vis-a-vis the manufacturer is invalid, and any set-off of claims vis-a-vis the manufacturer is ruled out in any case.
- 42 This warranty is governed by Swiss law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Swiss law applies to claims of product liability. Sole place of jurisdiction for all disputes directly or indirectly arising out of this present warranty is the registered office of the Seller in Schaffhausen in Switzerland.

microPrint LC GmbH ('Seller/Manufacturer')

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The original text is written in the German language.

If the English translation differs from the original German text, the German version is binding.