

## exceet Card terms of delivery

### 1. Scope of application

- 1.1. These terms and conditions of delivery ("Terms and Conditions") apply in addition to the agreements made between you and us ("**Contractual Partner**") with regard to a delivery. "**Delivery**" in the sense of these Terms and Conditions is understood to be all deliveries and other performances (e.g. services) to be provided by exceet Card AG ("**us**" / "**we**") to the principal ("**you**").
- 1.2. Subject to point 1.1., our deliveries shall be made exclusively on the basis of these General Terms and Conditions. These shall also apply to all future transactions, even if they are not expressly included again. Any terms and conditions of business or purchase of yours shall not become part of the contract, even if you refer to such terms and conditions when accepting an offer from us and/or presuppose their acceptance. Even if we refer to a letter which contains or refers to terms and conditions of you or a third party, this does not constitute an agreement to the applicability of such terms and conditions. Our Terms and Conditions shall also apply if we make delivery without reservation in the knowledge of your conflicting or deviating terms and conditions.

### 2. Subject of the contract

- 2.1. We make an offer based on the information you provide and to the best of our knowledge. You must provide us with all necessary information in connection with the delivery and clarify any ambiguities in advance. The consequences of insufficient information shall be borne by you. We can only execute the order if all necessary information is available and any existing ambiguities are resolved.
- 2.2. The order is placed by your declaration of acceptance and express confirmation of this declaration of acceptance (at least in text form) by us. Changes and additions to the order by you are only binding if they have been confirmed by us at least in text form.
- 2.3. Unless otherwise expressly agreed by the contracting parties, the following provisions shall apply to any offer made by us:
  - 2.3.1. Our offer is valid for 3 months from the offer date.
  - 2.3.2. Any drawings, graphics, illustrations and similar information in an offer from us are only of an exemplary and non-binding nature, unless they are declared binding at least in text form. Deliveries by us are made on the basis of the agreed specifications and the state of the art at the time of the offer or the confirmation of the offer by us in accordance with section 2.2. The organisation of the provision of deliveries and services as well as the right to issue instructions via our own employees is solely incumbent on us. This also applies if services are provided on your premises or on the premises of your customers. We are entitled to use sub-contractors for the provision of deliveries and services. You will be informed of this in advance.

### **3. Prices and costs**

- 3.1. Unless expressly agreed otherwise, prices are ex works, including loading and handover to a forwarding agent at the works, but excluding packaging, transmission and unloading at destination ("EXW -Ex **works**"). The INCO Terms 2020 shall apply.
- 3.2. The agreed prices are net plus any taxes, levies, duties or similar governmental assessments of any kind, including e.g. value-added, sales, use, other traffic or withholding taxes that may be levied by any competent tax authority (collectively "Taxes"). If you are required to deduct or withhold taxes from the fees under applicable law, you agree to pay such additional amounts as are necessary to ensure that we receive the full amount that we would have received without the deduction or withholding.
- 3.3. For our delivery, for which we have not agreed any prices with you, the customary market prices according to actual effort and costs are deemed to have been agreed with you by us.

### **4. Delivery**

Unless otherwise expressly agreed between us and you, the contractual delivery by us shall be effected by the timely handover of the agreed goods to the forwarding agent for delivery to the consignees communicated by you in due time. This also applies if we organise or arrange for the forwarding and delivery of the goods on your behalf.

### **5. Delivery time**

- 5.1. The agreed delivery deadline is subject to the express proviso that all agreed performance or delivery obligations are met by you in good time, in particular that you provide us with all necessary materials and information in good time.
- 5.2. If the delivery is delayed for reasons for which you are responsible, you shall bear all costs for the additional expenditure.
- 5.3. Unless otherwise expressly agreed, the handover of the goods to the forwarding agent is decisive for compliance with the delivery deadline. If any further cooperation by you is required, the notification of readiness for dispatch or handover shall be decisive for compliance with the delivery deadline.
- 5.4. In the case of services and deliveries which require acceptance, the notification of the readiness for acceptance within the meaning of § 640 II sentence 1 BGB (German Civil Code) by us to you shall be deemed to be the decisive point in time. Upon notification of the readiness for acceptance, you are requested to accept the delivery within 7 days, unless the parties have expressly agreed otherwise.
- 5.5. We have an extraordinary right of termination in the following cases:
  - 5.5.1. In the event of a change in the specifications applicable/customary on the market, so that the delivery would be unreasonable for us and/or our suppliers in economic terms (e.g. if the costs can no longer be covered by the delivery).

- 5.5.2. In the event of force majeure and due to events that make it considerably more difficult or impossible for us to provide our services not only temporarily - this includes in particular operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, official orders or non-delivery, incorrect or untimely delivery by suppliers.
- 5.5.3. Pandemics, such as COVID-19 and its restrictions may also constitute force majeure if they result in our performance being significantly impeded or made impossible not only temporarily. This applies even though it is already known at the time the contract is concluded that there is a COVID-19 pandemic. However, no one can really foresee whether restrictions due to the COVID-19 pandemic will make our services significantly more difficult or impossible not only temporarily.
- 5.6. In the event of a valid termination, we will invoice you for all deliveries made up to that point in time (including the material already procured and similar expenses already incurred in connection with the delivery) and these are to be duly paid by you.
- 5.7. Unless otherwise expressly agreed between you and us, we are entitled to make partial deliveries or render partial services at any time.
- 5.8. You must inform us immediately after becoming aware (at your premises or at the premises of one of your customers) of a defect and/or deficiency of a delivered good, of the defect and/or deficiency and the exact circumstances of the defect and/or deficiency. Furthermore, you undertake to ensure that your customers also comply with this obligation to inform us if they become aware of a defect or deficiency of a delivered product.
- 5.9. If you do not comply with this obligation to provide information in accordance with section 5.8 within the deadline, all warranty claims in regard to this defect and/or fault that go beyond the statutory claims, in particular all consequential damage resulting from the delayed rectification, are excluded.

## **6. Terms of payment**

- 6.1. Unless otherwise expressly agreed, all payments are payable within 14 days of the invoice date without deduction by bank transfer to the account specified by us. Unless expressly agreed otherwise, the agreed prices are to be paid by you as follows:
- 6.1.1. 1/3 after conclusion of the contract.
- 6.1.2. 1/3 after notification of dispatch or readiness for dispatch.
- 6.1.3. Balance after receipt of the goods by you or your customers.
- 6.2. We always send invoices in electronic form and by e-mail. An invoice in paper form is not owed, unless expressly agreed otherwise.
- 6.3. You are only entitled to offsetting if counterclaims have been legally established or are undisputed or recognised or are in a close mutual relationship with claims from us, such as warranty claims. A right of retention exists only if and insofar as a counterclaim is based on the same contractual relationship.

## **7. Warranty**

- 7.1. Unless otherwise expressly agreed, the statutory warranty law applies.
- 7.2. Not be considered a defect:
- 7.2.1. Excess or short deliveries of up to 10%, 15% in the case of custom-made materials.

- 7.2.2. Minor deviations as well as deviations that are common in the printing industry or printing trade (e.g. printer colour deviations, cutting accuracy, tonal value, etc.) As a rule, specific product characteristics are agreed individually (custom-made), unless expressly agreed otherwise at least in text form.
- 7.2.3. In addition, the tolerances specified by the material suppliers shall apply.
- 7.2.4. Any deviations or peculiarities resulting from the use of material provided by you. Material provided by you is not examined by us.
- 7.3. For other deviations in the quality of the material used, we shall only be liable up to the amount of our own claims against the respective supplier if the respective supplier was selected by you at your request or with your consent. We can then also release ourselves from our liability with regard to material defects by assigning our claims against the respective supplier to you.
- 7.4. The warranty period is 12 months from the transfer of risk.
- 7.5. If we deliver to a third party on your behalf, you have the obligation to establish a procedure to ensure that this third party notifies you as soon as possible of any defects or other problems and anomalies that may arise with the delivery. You must inform us immediately of the discovery of a defect at your and/or your customer's premises after the transfer of risk about the defect and its exact circumstances. Unavoidable additional costs incurred by us as a result of information not received in time or incomplete information shall be borne by you.
- 7.6. Any defective goods must be made available to us for inspection, if possible.
- 7.7. We shall bear the costs (including shipping costs) for new deliveries or rectification of justified defects which we have been able to confirm by our own inspection.
- 7.8. Your right to withdraw from the contract is excluded in case of insignificant defects. In this instance you only have the right to reduce the purchase price.
- 7.9. A statutory right to reduce the price is excluded in all other respects.
- Insofar as defects reported by you cannot be reproduced by us or cannot actually be proven, you shall be obliged to reimburse us for our unavoidable and reasonable costs in connection with the troubleshooting.

## **8. Liability**

- 8.1. Claims for damages of any kind against us are excluded, unless there is intent, gross negligence or the breach of a material contractual obligation. Material contractual obligations are those whose fulfilment makes the proper execution of the contract possible in the first place and on whose observance you may regularly rely.
- 8.2. Unless there is intent, liability is limited to the foreseeable damage typical for the contract. Unless the contracting parties have expressly agreed otherwise, the foreseeable damage typical of the contract is limited to EUR 50,000.
- 8.3. Unless there is intent, we shall not be liable for consequential damages which have occurred because we were unable to remedy the defects in time due to missing or delayed notification by you.
- 8.4. The above limitations of liability shall not apply to liability for injury to life, body or health or in the case of liability under the German Product Liability Act.

## **9. Material of the client**

- 9.1. Unless expressly agreed otherwise, the storage and safekeeping of material or means by you shall be remunerated additionally. This applies in particular to call orders.
- 9.2. Such material is to be delivered to us free of charge and will be handled with the usual care applied in our own affairs.
- 9.3. All additional costs arising from the use of the material supplied by you shall be borne separately by you. This applies in particular in the event that it only becomes apparent during production that the material provided is unsuitable for production.
- 9.4. All packaging and waste caused by the unavoidable loss of the print preparation and production runs, by trimming, punching out or the like remains with us. We may dispose of them at our own discretion and at our own expense.
- 9.5. The provisions of section 9 also apply to material which we purchase or otherwise procure on your instructions or at your request (for example with regard to the use of certain chips or modules).

## **10. Retention of title**

- 10.1. Unless otherwise expressly agreed and unless we deliver directly to you, a retention of title in our favour shall exist until the complete and proper payment of all liabilities relating to the retained goods by you.
- 10.2. Unless we have expressly agreed otherwise with you, you are entitled to resell the delivery. The right to resell shall not affect the ownership of the goods (extended reservation of title). The goods subject to retention of title shall remain our property until all liabilities have been paid in full and properly.

## **11. Confidentiality and security measures**

- 11.1. Documents, records or data expressly marked as "secret" and/or "trade secret" are to be treated as strictly confidential.
- 11.2. The Contractual Partners undertake not to make business and trade secrets and other confidential information from the business relationship and from the area of the respective other Contractual Partner accessible to any third party without the prior consent of the Contractual Partner (at least in text form) who has disclosed them. The receiving Contractual Partner must take all necessary and reasonable technical and organisational measures to comply with his obligation to protect secrets in accordance with this contract and the law. Otherwise, the business and trade secrets of the disclosing Contractual Partner shall only be made accessible to those employees of the receiving Contractual Partner who require these business and trade secrets in order to achieve the purpose of the contract and who have previously been obligated to maintain secrecy in accordance with these requirements to the extent permitted by labour law. The secrecy obligations under Sections 11.1 and 11.2 shall also apply after termination of the contractual relationship.
- 11.3. Press releases, information and similar, in which one Contractual Partner refers to the other, are only permissible after prior agreement in text form (e-mail, fax, letter). Notwithstanding the above, we may name you as a reference customer and reproduce and distribute the services rendered within the scope of self-advertising, as well as publicly reproduce or make them accessible and refer to you, unless you can assert a conflicting legitimate interest. This only applies if you are an entrepreneur or special fund under public law.

## **12. Grant of rights**

- 12.1. You grant us all necessary rights to all materials and means provided by you, such as artwork, motifs, titles etc. for the production of the delivery.

12.2. You indemnify us against all claims of third parties based on the intended use of the materials and means provided.

### **13. Data protection**

To the extent necessary, we will conclude with you all necessary supplementary agreements (e.g. contract processing agreement, joint controllership agreement, etc.) for compliance with the relevant statutory data protection regulations.

### **14. Final provisions**

- 14.1. All rights, obligations and claims arising from and in connection with the contractual relationship between you and us shall be governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. In the case of consumers, the protection granted by mandatory regulations or judicial law of their country of residence shall apply in all cases.
- 14.2. If general terms and conditions or other contractual agreements have not become part of the contract in whole or in part or are ineffective, the remainder of the contract remains effective. If the provisions have not become part of the contract or are ineffective, the content of the contract shall be governed by the statutory provisions.
- 14.3. The place of jurisdiction for all disputes arising from and in connection with this contract is Munich for contracts with merchants, legal entities under public law or special funds under public law. This also applies to companies with their registered office in another state of the European Union. However, we reserve the right to assert rights against you at our own discretion at your place of business and, if necessary, in court there.