

1 General provisions, scope of application

- 1.1 The contractual relationship between myLabels GmbH (hereinafter referred to as myLabels) and the customer is subject solely to the General Terms and Conditions in this document in the currently valid version at the point in time of concluding the contract.
- 1.2 Additional special terms and conditions of myLabels shall apply in individual cases if they have been pointed out in writing.
- 1.3 Any conditions on the part of the customer that conflict with or deviate from the conditions of sale of myLabels are expressly excluded herewith unless myLabels explicitly consents to their application in written form.
- 1.4 An inclusion of existing general terms and conditions of the customer shall also not take place if myLabels does not disclose or does not expressly object to a declared inclusion, e.g. by means of references on business papers, delivery notes or the like. Nor does the performance of the agreed service or the acceptance of the agreed remuneration constitute any agreement to inclusion of the general business conditions of the corresponding customer.
- 1.5 These terms and conditions shall also apply to all future transactions between the contract parties.

2 Offer, offer documents

- 2.1 If the order can be qualified as bid in the sense of §145 BGB (German Civil Code), myLabels is entitled to accept it within 2 weeks. The contract only comes into effect with the written acceptance declaration by myLabels.
- 2.2 Unless otherwise agreed, offers of myLabels are subject to change and non-binding. A contract is deemed concluded only when an order has been confirmed by myLabels to the customer in writing. If a contract or a mutual written declaration has been concluded, the order confirmation shall be definitive for the contents of the contract.
- 2.3 myLabels reserves the right to make legal or technical changes to the offer documents or the service description due to standards.
- 2.4 myLabels reserves unrestricted property rights and copyrights for all illustrations, drawings, calculations and other documents; they may not be made accessible to third parties. The documents may only be made accessible to third parties after obtaining the prior approval of myLabels and must be returned to myLabels immediately upon request if the order is not placed with myLabels.

3 Conclusion of contract

- 3.1 Orders and obligations do not take effect before they have been confirmed by myLabels in writing. In the absence of written confirmation, the order shall be deemed accepted upon delivery of the goods to the customer or the respective carrier.
- 3.2 If it turns out after conclusion of the contract that the customer's financial circumstances are not creditworthy, myLabels may claim either advance payments or provision of security for claims due or not yet due from all contracts and may refuse performance until receipt of advance payment or provision of security. If this claim is not satisfied in a timely manner, myLabels is entitled to withdraw from the contract and claim damages in lieu of performance. The amount of damages is rated according to the typical average profit for the industry. The customer is entitled to provide evidence that no damages were incurred by myLabels or that considerably lower damages were incurred. myLabels is entitled to provide evidence that higher damages were incurred.
- 3.3 The contracts concluded in accordance with Sec. 3.1 may not be cancelled unilaterally by the customer. However, rescission is possible with myLabels written consent. In this case, myLabels is entitled to claim damages from the customer in lieu of performance. The amount of damages is rated according to the typical average profit for the industry. The customer is entitled to provide evidence that no damages were incurred by myLabels or that considerably lower damages were incurred. myLabels is entitled to provide evidence that higher damages were incurred.
- 3.4 Within the scope of the statutory provisions, the customer can only rescind the contract if myLabels is liable for the breach of duty. In case of defects, the statutory provisions shall apply.
- 3.5 Descriptions and illustrations of myLabels and the products of other manufacturers as well as technical information are only approximately authoritative. myLabels reserves the right to make appropriate technical modifications prior to delivery, which, however, may not unreasonably prejudice the interests of the customer.
- 3.6 The products are manufactured exclusively in accordance with the technical specifications of myLabels or the manufacturer.

4 Terms of delivery, delivery time and time of performance

- 4.1 myLabels is entitled to make partial deliveries. If the customer does not pay on time, myLabels can suspend the further completion of the order or demand the agreed price against the provision of the entire quantity. The same applies to call-off orders.
- 4.2 The commencement of the delivery period specified by myLabels presupposes the clarification of all technical questions as well as the timely and proper fulfilment of the customer's obligations.

- 4.3 In the event of force majeure, myLabels may withdraw from the contract with regard to the unfulfilled part of the order or defer delivery until such time as the event of force majeure has ceased to exist. Circumstances are deemed the equivalent of force majeure if they make delivery unreasonably more difficult or impossible, irrespective of whether such circumstances occur at myLabels or a supplier. myLabels is obliged to inform the customer of such circumstances immediately. At the customer's request, we shall state whether delivery will take place within a certain period of time which shall be determined by myLabels or whether myLabels will terminate the contract. Claims for damages by the customer are excluded in any case.
- 4.4 If myLabels has fallen into arrears, the customer may set a reasonable period of grace and, when it has expired, withdraw from the contract. In this case, the customer shall not be entitled for damages due to non-performance (damage compensation instead of performance).
- 4.5 If the customer is in default of acceptance or culpably violates other obligations to cooperate, myLabels shall be entitled to claim any damages resulting thereof including any additional expenditures. In this case, the risk of accidental loss or accidental deterioration of the object of purchase shall also pass to the customer at the moment when he is in default of acceptance.
- 4.6 Goods purchased on call must be accepted in full by the customer within 12 (twelve) months at the latest, calculated from the time of the first delivery. The delivery dates for call-off orders shall be set with confirmation of order. Deviating agreements must be recorded in writing.
- 4.7 Orders without specific delivery date requests will be processed by myLabels as follows:
- A delivery date (outgoing from myLabels) is confirmed for all order items. Regardless of this date, however, deliveries can be made in advance. In this respect, myLabels reserves the right to charge graduated prices corresponding to the partial deliveries that deviate from the confirmed prices. The shipping and packaging costs therefor shall be borne by the customer.
 - In the case of order-related production, myLabels reserves the right to under-/over-deliver by up to 10% of the quantity ordered or confirmed.

5 Self supply reservation

- 5.1 myLabels does not take the risk of procurement. myLabels is entitled to withdraw from the contract to the extent that it does not receive the delivery item despite having concluded a corresponding supply contract before; myLabels' liability for intent and negligence shall remain unaffected. myLabels shall inform the customer without delay of non-availability of the delivery item and, if myLabels intends to withdraw from the contract, exercise the right of withdrawal without delay. In the event of withdrawal myLabels shall refund to the customer without delay any payments already effected.

6 Terms of delivery and payment

- 6.1 The prices are understood to be exclusive of statutory Value Added Tax and ex works (EXW according to Incoterms 2010). The customer shall bear the costs of packaging, transport, insurance and export. These costs will be designated separately on the invoice.
- 6.2 If the net goods value of a delivery is less than 50.00 €, we charge a surcharge of 10.00 €.
- 6.3 Subject to withdrawal of credit approval and unless otherwise indicated in the offer and/or its order confirmation, the net purchase price shall be due for payment (without deduction) within 14 days of the invoice date. For first deliveries to new customers, delivery is made only against advance payment.
- 6.4 In the event of changes in costs, e.g. price changes for materials, myLabels reserves the right to alter prices to a reasonable extent following the conclusion of the contract. This applies in particular to framework and call orders.
- 6.5 If the customer defaults on a due payment or if following acceptance of the order we have justified doubts about his solvency, myLabels shall be liable to either demand cash payment of all outstanding claims or provision of security. In this case, myLabels is not obliged to advance obligation.
- 6.6 If the customer falls into arrears with payment, we shall be entitled to demand interest on arrears in the amount of 9% above the base interest rate of the Deutsche Bank. If we are able to produce evidence of higher damage caused by the delay, we shall be entitled to assert this.
- 6.7 The customer will be only entitled to rights set-off, if his counterclaims have been stated legally binding, are undisputed or were acknowledged in writing by myLabels. The authorization of the buyer to exercise a right of retention remains unaffected. However, the customer is only entitled to exercise a right of retention if the counterclaim is based on the same contractual relationship.
- 6.8 Representatives of myLabels are only authorized to collect receivables upon presentation of a written authorization. Apart from that, all payments must be made exclusively to myLabels and not to representatives who are not able to produce a written authority.

7 Transfer of risk

- 7.1 Unless otherwise stated in the order confirmation, delivery "EXW" according to Incoterms 2010 is agreed upon.
- 7.2 Deliveries will be covered by transport insurance unless this is waived by the customer in writing. The associated costs shall be borne by the customer.

- 7.3 If the goods are dispatched at the request of the customer, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer upon dispatch to him, at the latest, however, upon leaving the works/warehouse. This applies irrespective of whether the goods are dispatched from the place of performance and regardless of who shall bear freight charges.
- 7.4 If dispatch is delayed due to circumstances for which the customer is responsible, the risk shall pass to him already on notification of readiness for dispatch.
- 7.5 Unless otherwise agreed in writing, we shall determine the means of transport and the transport route without being responsible for choosing the cheapest and fastest mode of transport.

8 Warranty

- 8.1 In cases of intent or gross negligence on the part of myLabels or a representative or vicarious agent, myLabels shall be liable in accordance with the statutory provisions.
- 8.2 myLabels is liable for damages which lead to injury to life, body or health, which are based on an intentional or negligent breach of duty by myLabels or a legal representative or vicarious agent of myLabels within the scope of liability insurance.
- 8.3 Excess or short deliveries of labels of up to 10% of the ordered quantity do not constitute a material defect. Similarly, any slight deviation in quality, color or size compared with the patterns or order confirmations also does not constitute a defect.
- 8.4 myLabels shall not be liable for damages which have not occurred to the delivery item itself, such as loss of profit or damage to any other assets belonging to the customer.
- 8.5 Excluded from the warranty are defects caused by improper installation or use, alteration, improper testing, negligence or accident by the customer. Wearing parts are excluded from the warranty.
- 8.6 myLabels would like to draw the customer's attention to the fact that in line with current technical standards, errors in software programs cannot be completely excluded. In any case, myLabels' liability under the Product Liability Act and other claims arising from the producer liability remain unaffected.
- 8.7 The specified technical data are details of the material manufacturer and describe his current experience. Before using the product, the customer himself checks whether the labels are suitable for the intended use taking into account application-related influences. As the use of the product is beyond the control of myLabels, myLabels does not assume any warranty and liability for damage caused by the use of the labels.
- 8.8 Custom-made labels and thermotransfer ribbons are excluded from exchange.

9 Other liability

- 9.1 myLabels shall not be liable for breaches of duty which do not endanger the purpose of the contract and which are based solely on simple negligence on the part of myLabels, a legal representative or vicarious agents of myLabels. The customer's right to withdraw from the contract in case of breaches of duty for which myLabels is responsible remains unaffected by this. The liability is limited to the damages that might be expected in the normal course of events and to the amount covered by the insurance taken out by myLabels.
- 9.2 The aforementioned exemptions from liability do not apply to damages resulting from injury to life, body or health caused by an intentional or negligent breach of duty by myLabels or by a legal representative or vicarious agent. The same shall apply with regard to liability for other damages which are based on an intentional or grossly negligent breach of duty by myLabels or by a legal representative or vicarious agent.

10 Reservation of title

- 10.1 Until the agreed purchase price has been paid in full, the delivered hardware, software including the associated documentation and all consumables (labels, thermotransfer ribbons, ink cartridges) remain the property of myLabels. If the customer is a merchant, the reservation shall apply until complete payment of all present and future claims created under the business relationship with myLabels.
The customer shall store the goods subject to retention of title with care and shall insure them adequately at his own cost against fire, water, theft and other risks of damage. The customer assigns his corresponding claims from the insurance contracts to myLabels with the conclusion of this agreement. The latter accepts the assignment.
- 10.2 The customer already now assigns to myLabels a claim arising from the resale of the goods or the further licensing of the software. He is revocable entitled to collect these claims. At the request of myLabels, the customer must disclose the assigned claim and its debtor. myLabels is entitled to disclose the assignment to the debtor of the customer.
- 10.3 The processing or further processing of the goods delivered by myLabels shall be carried out on behalf of myLabels. myLabels shall acquire property rights therein in the amount of the reserved good's market value created as a result of the processing or further processing.
- 10.4 If the reserved goods are combined with other items, myLabels shall acquire co-ownership on the new item in the relation to the value of the reserve title goods to the other items at the time of combination.
- 10.5 In the event that the customer acts in breach of contract, in particular default in payment, or expected suspension of payments, myLabels is entitled to withdraw from the contract without setting any further deadline and to take

- the reserve title goods back at the expense of the customer. If necessary, the customer is obliged to assign his claims for restitution against third parties to myLabels at the request of myLabels.
- 10.6 In the event of seizure or other interventions by third parties, the customer must immediately notify myLabels in writing in order to enable myLabels to take action in accordance with §771 ZPO (German Code of Civil Procedure). Insofar as the third party is not in a position to reimburse the judicial or extrajudicial costs of a lawsuit as per §771 ZPO, the customer shall be liable for the loss incurred by myLabels.
- 10.7 The customer shall also assign to myLabels the claims for securing the claims of myLabels against him resulting from combination of the purchased object with a property, which arise against a third party due to combination of the item purchased with real property.
- 10.8 myLabels undertakes to release the securities to which it is entitled at the customer's request insofar as the realizable value of the securities exceeds the claim to be secured by more than 20%; myLabels shall be responsible for selecting the securities to be released.
- 11 Ownership of tools**
- 11.1 The prices for items necessary for the manufacture of the subject matter of the contract are pro-rated costs. Final artwork, clichés, die cutting, embossing and other tools remain the property of myLabels and will not be delivered unless otherwise agreed in writing with the customer.
- 11.2 The rights to these remain with myLabels. If something else has been agreed upon, these items may be handed over to the customer against payment.
- 12 Software**
- 12.1 myLabels remains sole holder of copyright relative to delivered software as well as its modifications, extensions, documentations and supplements. The customer only receives an unlimited, non-transferable right of use.
- 12.2 The software from myLabels may only be stored and used on one hardware platform. Changes and duplications are not permitted. The production of one correspondingly marked backup copy is permitted.
- 12.3 The working time for the creation, modification or adaption of software products will be charged at 115.00 € per hour.
- 12.4 The customer is responsible to protect the software by means of appropriate measures from unauthorized access.
- 13 Service orders and repairs**
- 13.1 Warranty repairs
- 13.1.1 A copy of the delivery note and invoice is required to justify a warranty claim. The customer must provide the device designation, serial number and a detailed description of the fault.
- 13.1.2 In the event that a sent in product is not accompanied by an error description or is accompanied by an inaccurate error description, myLabels reserves the right to choose between a direct return without repair against a handling fee of 45.00 € or a chargeable error diagnosis.
- 13.1.3 If repairs are requested concerning the print quality, it is necessary to include a roll of the label tape and ribbon. For shipment, these must be removed from the device to avoid any possible damage during transportation.
- 13.1.4 In cases where no fault can be ascertained or reproduced, a handling fee of 45.00 € will be charged and the equipment will be returned.
- 13.2 Exclusion from warranty
- 13.2.1 Excluded from any warranty are wear parts such as printing rollers, friction clutches or brakes.
- 13.2.2 If a material defect was caused by inadequate maintenance, incorrect assembly, poor storage or improper handling of contractual products, no warranty claims can be asserted.
- 13.2.3 External damage to the print head surface (scratches) or inadequate cleaning and overheating are also excluded from the warranty. The printheads must be installed in accordance with the applicable EMC regulations.
- 13.3 Fee-based repairs
- 13.3.1 Repairs beyond the warranty provisions and the warranty period are subject to charge.
- 13.3.2 Chargeable repairs are carried out based on a cost estimate or offer. This must be signed by the customer and sent to myLabels. Repairs will only be carried out upon customers' confirmation.
- 13.3.3 In case the repair of the equipment is uneconomical, the customer will be informed accordingly by myLabels.
- 13.4 Packaging
- 13.4.1 Defective devices should only be returned to myLabels in the original packaging. Improper Packaging may endanger the warranty claim due to potential transport damage. Where devices are not returned in the original packaging, the original packaging will be provided and charged.
- 13.5 Period of repair
- 13.5.1 Defective devices are usually repaired and returned within 10 working days. Repairs under warranty or repairs for customers who have concluded a maintenance agreement with myLabels will be carried out preferably.
- 13.6 On-site service
- 13.6.1 If on-site service is requested, myLabels offers to send a service technician. The latter prepares a report of the type and duration of the service, which must be signed by the customer upon completion. Costs for travel time,

waiting time and working hours are calculated according to the currently valid list of services of myLabels.

Orders for such an on-site assignment must be placed in writing. If an overnight stay is necessary, the costs will be charged as incurred on presentation of receipts.

13.7 Loan devices

13.7.1 While the device is being repaired, the customer has the opportunity to request a loan device. The loan device will normally be delivered by UPS on the next working day following the request. In the event of delayed return of the loan device, a lump-sum usage fee of 35.00 € per day will be charged. This also applies to warranty cases. If any defects are detected after return, the repair costs shall be reimbursed by the customer.

13.7.2 In case of chargeable repairs the rental fees for end customers are as follows:

Label printing systems: 250.00 €

Device options: 100.00 €

13.7.3 The daily normal working time of a myLabels technician is 8 hours.

13.7.4 The working and waiting time on site will be charged by myLabels according to the currently valid list of services. When traveling to and from the customer's site by car, myLabels will charge the expenses according to the current list of specifications. The costs of travel by public transport, the costs of overnight accommodation and any other ancillary costs will be charged as incurred on presentation of receipts.

Work beyond the normal working hours is subject to the following surcharges:

Overtime hours (Mon-Fri): 25%

Work on Saturdays: 50%

Work on Sundays and public holidays: 100%

Work during the night 100%

13.7.5 If several journeys of the service technician are necessary, the corresponding costs shall be reimbursed by the customer.

14 Development contracts

In case of orders, the execution of which requires special development work, the customer does not acquire any industrial property rights to the developed objects or to the equipment for the manufacture of these objects, even if he has participated in the development costs.

15 Property rights

15.1 myLabels shall indemnify the customer and its end customer from any claims arising from infringement of copyrights, trademarks or patents, unless the design of the delivered article originates from the customer. The indemnity obligation of myLabels is limited in amount to the damage typically foreseeable and to the amount covered by the insurance taken out by myLabels.

15.2 An additional prerequisite for the indemnification is that myLabels shall be notified by the customer without delay and on an ongoing basis of all relevant matters relating to such claim. The customer shall in particular provide myLabels with the necessary information or documentation. A further prerequisite for the indemnification is that the customer leaves the management of legal disputes to myLabels and that the alleged infringement is exclusively attributable to the items supplied by myLabels without connection or use with other products.

15.3 Customer claims are excluded:

- if the customer is responsible for the infringement of the industrial property right

- if the violation results from compliance with the specifications of the customer

- if the violation is caused by changes to the contractual objects or parts thereof

16 Confidentiality obligations and contractual penalty

16.1 All information, documents and drawings that the customer receives from myLabels in the course of the business relationship must be treated confidentially by the customer and may only be used by the customer within the scope of the purpose of the contract.

16.2 In the event of violations of the confidentiality obligation, myLabels may impose an appropriate contractual penalty.

17 Place of jurisdiction, place of execution

17.1 The place of jurisdiction in the case of dealings with a merchant, a legal person under public law or a public law special fund is the registered office of myLabels GmbH. The same applies to private individuals residing abroad. However, myLabels is also entitled to sue the customer at the court of his place of residence.

18 Final clause

18.1 If this agreement is translated into any other language than German, the German version remains the authoritative version.

18.2 The law of the Federal Republic of Germany shall apply without prejudice to the rules of private international law and excluding the UN Convention on Contracts for the International Sale of Goods.