

### § 1 Validity of the GTC and users of the online shop

1. For all contracts which are concluded via the online shop label.co.uk, operated by CCL Label Trittenheim GmbH, hereinafter referred to as CCL, and the buyer, orderer or customer, hereinafter referred to as the ordering party, these GTC (General Terms & Conditions) shall apply exclusively in addition to the other contractual agreements. CCL does not recognise any deviating or supplementary terms and conditions – even where services are provided or payments accepted without reservation – unless CCL expressly agrees to their validity in writing.

2. Unless otherwise regulated in the following provisions, these GTC shall only apply in business transactions with entrepreneurs within the meaning of § 14 BGB.

3. You will also conclude contracts:

CCL Label Trittenheim GmbH

Moselweinstraße 32-34

54349 Trittenheim

Phone: +44 (0) 203 588 1080

E-mail: info@label.co.uk

Managing Director: James Nilles, Andreas Wohnlich

Registry court: Wittlich District Court,

Commercial Register No.: HRB 21242

VAT ID Number: DE149944433

### § 2 Subject matter of the contract

1. The subject of the agreement is the manufacture and supply of labels by CCL in accordance with the customer's specific requirements.

2. CCL reserves the right to carry out or have carried out the processing of the goods or services in another company at no extra cost to the customer.

### § 3 Binding contract and customer account

1. Only the English language is available for the binding of the contract via the online shop at the internet address label.co.uk

2. On the website label.co.uk the customer gets access to the so-called calculator, with the help of which he can have the price of the desired labels calculated by entering the corresponding parameters and finally clicking the button „Calculate“. By clicking the button „Next Step“ the customer does not place a binding order.

3. In order to be able to place orders with CCL, the customer must first have a customer account with which the customer can log into the online shop. Setting up a customer account is free of charge for the customer and does not constitute a binding order.

4. If the customer is logged in via his/her/their customer account, he/she/they have the possibility to upload the corresponding own print-ready data for the calculated label and to view a preview of the label. The data provided by the customer in connection with his order will not be checked by CCL and the responsibility for the correctness of the data provided is borne exclusively by the customer.

5. By clicking on the “order now” button after entering all the necessary information, the customer places a binding order for the calculated label. However, the order can only be placed and transmitted to CCL if the customer accepts the validity of these terms and conditions of contract by clicking on the button „Accept GTC“, thereby making them the basis of his order. The customer is bound by his/her/their order.

6. The customer's order constitutes an offer to CCL to enter into a contract of sale. CCL will indicate the receipt of the order with a confirmation of receipt sent by e-mail, which the customer can print out and save. This acknowledgement of receipt does not constitute acceptance of the offer by CCL, but serves only to inform the customer that the order has been received by CCL.

7. The contract shall be deemed to have been concluded on confirmation of the order by CCL. The sending of the ordered labels shall also be considered as order confirmation.

8. CCL is not obliged to accept the customer's order.

9. By logging into his/her/their customer account, the customer can then track the progress of his/her/their orders. The order confirmation is stored at label.co.uk and can be called up by the customer at any time, printed out or stored on his/her/their local computer.

10. The customer can delete the customer account at any time by sending an e-mail with his/her/their customer data to info@label.co.uk

### § 4 Press Proof

1. The customer has the option of requesting a chargeable press proof. The production of a press proof is only free of charge if this has been expressly agreed.

2. Missing, incorrect or incomplete information shall be deemed not to have been explicitly agreed and shall not create any obligations on the part of CCL.

3. If the customer withdraws an order which has been placed, CCL may, without prejudice to the possibility of claiming a higher actual loss, charge 10% of the price of the goods or services for the costs incurred in processing the order and for loss of profit. The customer reserves the right to prove that the damage is of a lesser monetary value.

### § 5 No right of revocation or return

A right of revocation or return in accordance with § 312d of the German Civil Code (BGB) does not exist for the customer on the basis of the statutory provision in § 312d, Paragraph 4, Item 1 of the German Civil Code (BGB), as the subject matter of the agreement is the manufacture of labels according to customer-specific requirements which cannot be otherwise distributed by CCL.

### § 6 Amendments to the contract

1. If the customer wishes changes to the object of delivery or service after conclusion of the contract, a separate contractual agreement is required for this.

2. Sketches, drafts, sample typesetting, press proofs, specimen copies, digital proofs and similar preliminary work will only be sent to the customer at his/her/their express written request.

3. Subsequent changes at the instigation of the customer, including the resulting machine downtime, will be charged to the customer.

4. CCL reserves the right to make reasonable changes to the goods or services supplied if any information is missing or incorrect. Disadvantages due to missing or incorrect information, in particular, additional costs or damages, shall be borne by the customer.

5. We reserve the right to make technical changes to the object of delivery or service that do not endanger the contractual objective, in particular with regard to material and design.

### § 7 Delivery, delivery time

1. Unless otherwise agreed, the delivery will be made to the delivery address indicated by the customer.

Deliveries are made in deviation from § 271 BGB (German Civil Code) after production of the ordered goods in the ordinary course of business.

2. Any delivery or service periods and delivery or service dates notified are subject to the reservation of fault-free and timely advance delivery and unforeseeable production disruptions.

3. Delivery and performance periods shall be automatically extended by the period during which the customer fails to fulfil its obligations to CCL. In particular, the delivery and performance deadlines are suspended for the duration of the examination of the press proofs, digital proofs, samples, etc. by the customer from the time of dispatch to the customer until final written approval. This also applies accordingly to delivery and production dates.

4. The time for delivery or production shall be deemed to have been complied with if the goods or services have left the works of CCL by the time the time for delivery or production expires.

5. Partial deliveries or services are – as far as reasonable for the customer – permissible and can be invoiced separately.

### § 8 Acceptance/Unavailability

1. If the customer fails to take delivery of the goods on the delivery date notified by CCL due to circumstances for which the customer is responsible, CCL may claim compensation for any additional expenditure incurred as a result.

2. If the delivery or performance is delayed by the customer, CCL may charge storage costs of 0.5% for each month or part thereof, but not more than a total of 5% of the price of the delivery or production. The contracting parties are at liberty to prove higher or lower storage costs. CCL is entitled to determine a suitable place of storage at the expense and risk of the customer and to insure the goods or services.

3. Products to which the customer is entitled, in particular data and hard copy data files will only be archived by CCL beyond the time of delivery of the goods by express agreement and against special remuneration.

4. If CCL is entitled to claim damages in lieu of performance, CCL may, without prejudice to the possibility of claiming higher actual damages, claim 15% of the price as compensation unless the customer proves that no damage has been incurred at all or that the damage is substantially less than the flat rate.

### § 9 Force majeure

1. In cases of force majeure the delivery and production periods of CCL shall be extended by the duration of the disruption which has occurred. This also includes, but is not limited to, circumstances beyond our control, such as war, fire damage, strikes, lockouts, traffic disruptions, acts of government, interruptions of operations or major disruptions of operations,

such as material or energy shortages at CCL, subcontractors or suppliers for whom we are not responsible. This shall also apply to the extent that CCL was already in default when these circumstances occurred.

2. CCL shall notify the customer of the commencement and termination of such hindrances without delay on becoming aware thereof.

3. If delivery or production is delayed by more than six weeks, both the customer and CCL shall be entitled to withdraw from the contract to the extent of the production affected by the default.

### § 10 Prices, postage and shipping costs

1. Before the customer places a binding order, the customer shall be informed of the price of the subject of the contract, which the customer shall confirm by placing a binding order. Unless otherwise agreed, the agreed prices are in Pounds Sterling (GBP) according to the clause EXW (ex works) of the INCOTERMS 2010 plus sales tax, freight, packaging and transport insurance costs as well as other shipping costs. The statutory sales-tax and other price components included in the prices are shown separately in the invoice.

a) Postage and shipping costs within the United Kingdom: For delivery within the UK there are no shipping costs for "standard shipping". Express shipping is charged additionally and itemised on the invoice.

b) Postage and shipping costs to other countries: Postage and shipping costs to other countries are calculated according to weight and are displayed to the customer before the purchase is completed.

2. These prices apply to the usual quantities (up to 10kg) of the goods to be shipped. CCL expressly reserves the right to adjust the shipping costs for bulk orders (over 10kg).

3. For orders shipped outside of Germany, import taxes, customs fees and charges may be levied by the country of destination. Import duties and taxes are levied by the respective import customs office and are charged to the recipient. These depend on the import regulations of the recipient country. Further information can be obtained by the customer from the responsible customs office.

4. CCL is entitled to amend the agreed price appropriately if changes occur before or during the execution of the order because the information or documents provided by the customer were incorrect or if the customer otherwise wishes to make changes.

5. CCL will insure the goods to be shipped only at the request and expense of the customer.

### § 11 Payment, payment options

1. The customer undertakes to pay the agreed price.

2. The customer can pay the purchase price by credit card, PayPal, Bank Transfer or by direct debit. CCL reserves the right to offer payment on account following an appropriate credit check. If the customer is not resident in the Federal Republic of Germany, CCL reserves the right to receive payment only by credit card or PayPal. CCL expressly reserves the right to make deliveries only by PayPal or prepayment to cover credit risk.

3. When paying with a credit card, the card will be charged immediately.

4. § 286 para. 3 BGB (German Civil Code) shall apply; according to this, the customer shall be in default 30 days after the purchase price is due. In the event of default of payment, deferment of payment or partial payment, CCL is entitled, insofar as the customer is an entrepreneur in accordance with § 14 BGB (German Civil Code), to demand interest on arrears at a rate of 9 percentage points p.a. above the respective base rate.

Furthermore, CCL shall be entitled to demand a lump-sum admin fee of 40.00 GBP. The lump sum shall be offset against any costs of a legal defence arising from the delay.

5. If the customer is a consumer in accordance with § 13 of the German Civil Code (BGB), CCL shall be entitled to charge interest on arrears at a rate of 5 percentage points p.a. above the respective base rate.

6. We reserve the right to prove higher damages.

7. In addition, CCL shall be entitled to withhold further production until all due invoices have been settled.

### § 12 Production location, acceptance, transfer of risk, packaging

1. Production location for the services ordered is the factory of CCL. Unless otherwise agreed in writing, CCL will arrange for the dispatch of the goods to the destination specified by the customer. The customer is obliged to accept the goods.

2. The risk of any defects of the goods shall pass to the customer upon the declaration of readiness for printing, unless the defects have only arisen or could only be detected in the production following the declaration of readiness for printing.

3. The risk of destruction, loss or damage of the goods shall pass to the customer upon notification of readiness for dispatch and dispatch of the goods or their handover to the commissioned transport company.

4. Unless otherwise agreed, CCL shall determine the type and extent of packaging. Disposable packaging will be disposed of by the customer.

5. If the goods are damaged or lost in transit, an inventory should be made immediately and CCL notified thereof. Claims arising from any transport damage must be made immediately to the carrier by the customer.

### § 13 Obligation to inspect and give notice of defects

1. The customer is obliged to inspect the goods for defects and damage, in particular also preliminary and intermediate products sent for correction, immediately after delivery in accordance with § 377 of the German Commercial Code (HGB) and to notify CCL of any defects and damage detected at a later date immediately after their discovery and to provide the CCL with a retained sample from the delivery concerned. The provisions of § 377 HGB (German Commercial Code) shall apply accordingly to services and work. Notices of defects must be made in writing.

2. As far as the customer and consumer according to § 13 BGB, deliveries must be examined within a reasonable period of time and, in the event of a defect, complaints must be made immediately. Preliminary and intermediate products sent for correction must be examined immediately by the customer, if he is a consumer according to § 13 BGB (German Civil Code), and in the case of a defect must be reported immediately. The regulations of § 377 HGB (German Commercial Code) and comparable foreign regulations shall apply to entrepreneurs within the meaning of § 14 BGB (German Civil Code). For services and work performances § 377 HGB applies accordingly to companies. Notices of defects must be made in writing.

3. The use of defective deliveries or services is not permitted. If a defect could not be discovered upon receipt of goods or provision of services, any further use of the object of delivery or service must be discontinued immediately after discovery. The burden of proof that a hidden defect exists shall be borne by the customer.

4. The customer shall hand over the goods complained of to CCL and allow CCL the time necessary to examine the defect complained of. In the event of unjustified complaints, CCL reserves the right to charge the customer for the inspection costs incurred.

5. The notification of defects does not release the customer from the obligation to meet his payment obligations.

6. Defects in part of the delivered goods do not entitle the customer to complain about the entire delivery, unless the partial delivery is of no interest to the customer.

7. No complaint may be made about dimensional deviations in the delivery or service to be provided by CCL if these deviations can be qualified as being customary in the trade or industry.

8. In the case of reproductions in all manufacturing processes, minor deviations from the original cannot be objected to. The same applies to the comparison between other special services (e.g. proofs, press proofs) and the final product.

### § 14 Warranty

1. Where there is a defect in the goods or services supplied by CCL, CCL shall be entitled at its option to remedy the defect, supply a replacement or issue a credit note.

2. The rectification of defects may also be carried out by the customer after consultation with CCL.

3. Claims by the customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded if the expenses increase because the goods were subsequently taken to a place other than the customer's branch office.

4. Excess or short deliveries of up to 10% of the ordered quantities cannot be objected to. The quantity delivered is calculated. In the case of deliveries from paper custom-made products under 1,000 kg, the percentage increases to 20 %, under 2,000 kg to 15 %.

5. The warranty for defects which do not or only insignificantly affect the value or the usability is excluded.

### § 15 Defects of title

1. Any drawings, sketches or other information provided in accordance with CCL shall be executed at the risk of the customer. If, as a result of the execution of such orders, CCL encroaches upon third party industrial property rights, the customer shall indemnify CCL against any claims of such third party. The customer shall bear any further damages.

2. The liability of CCL for any infringement of proprietary rights in connection with the connection or use of the goods or services with other products is excluded unless CCL is responsible for the infringement.

3. In the event of defects in title, CCL shall be entitled, at its option, to procure the necessary licences in respect of the infringed industrial property rights, or to remedy the defects in the goods or services by making available an item of goods or services which has been modified to an extent which is reasonable for the customer.

4. The actual place of application or use of the services of CCL is generally not known to CCL. The customer is therefore obliged to check itself whether any infringements of industrial property rights or other infringements

of rights exist at the place of delivery or use as a result of the delivery or application of the services of CCL and whether the services of CCL can otherwise be used at the place of use. The liability of CCL for the infringement of third party industrial property rights otherwise only extends to such industrial property rights which are registered and published in Germany, unless CCL is responsible for an infringement of industrial property rights going beyond this. §16 shall apply to claims for damages.

5. Any transfer or granting of industrial property rights and copyrights, in particular of existing industrial property rights from CCL to the customer, is not the subject matter of the delivery or service to be provided by CCL. The type and scope of the rights of use or industrial property rights to be granted are subject to a separate contractual agreement.

6. The operating objects used by CCL for the execution of the order, such as data, films, lithographs, tools and printing carriers, shall remain the property of CCL even if they are invoiced separately and shall not be delivered; any copyrights shall be due to CCL.

7. All ideas and documents designed by CCL, including but not limited to samples, dummies, sketches, drafts, technical information, lithographs, press proofs, etc., shall be protected by intellectual property rights of CCL and shall not be used or exploited in any form without the consent of CCL unless such products have been manufactured exclusively in accordance with the specifications and instructions of the customer.

8. Where CCL manufactures on behalf of the customer on the basis of drawings, models, samples or other technical documents supplied by the customer or in accordance with procedural requirements specified by the customer, the customer shall assume responsibility for ensuring that the industrial property rights of third parties are not infringed thereby. If third parties prohibit CCL in particular from manufacturing and supplying such products on the basis of existing industrial property rights, CCL shall be entitled, without being obliged to examine the legal situation, to cease all further activity to the extent concerned and to claim damages from the customer.

9. On handing over such drawings, documents, etc and with the desired success of the process and the specified formulations and the underlying use of materials etc., CCL shall be released by the customer from all claims of third parties in this connection.

## § 16 Liability

1. If CCL, its legal representatives, employees or vicarious agents intentionally or grossly negligently breach a duty, in particular from the contractual relationship, or intentionally or grossly negligently commit an unlawful act, CCL shall be liable for the resulting damage to the customer in accordance with the statutory provisions.

2. If CCL, its legal representatives, employees or vicarious agents breach a duty through simple negligence, claims for damages by the customer against CCL, of whatever kind and on whatever legal grounds, in particular for breach of duties arising from the contractual relationship or from tort, are excluded. This shall not apply in the event of a simple negligent breach of a material contractual obligation. In this case the liability is limited to the contract-typical, foreseeable damage. An essential contractual obligation in this sense is one whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer regularly relies and may rely.

3. The above exclusion or limitation of liability shall not apply in the event of culpable injury to life, body or health, nor in the event of fraudulent concealment of a defect, nor if a guarantee of quality has not been fulfilled, nor if liability under the Product Liability Act exists.

4. The statutory rules on the burden of proof remain unaffected by the above provisions.

5. The customer's right of recourse against CCL shall only exist to the extent that the customer has not made any agreement with its customer which goes beyond the statutory claims for defects and damages.

6. Any liability of CCL shall be excluded to the extent that the customer for its part has effectively limited its liability to its customer.

## § 17 Limitation period

1. The period of limitation for claims and rights arising from defects in products, services and works provided by CCL and for damages resulting therefrom shall be 1 year. The start of the limitation period is governed by the statutory provisions. In the cases of §§ 438 para. 1 no. 2, 438 para. 3, 479, 634 a para. 1 no. 2, 634 a para. 3 BGB, the limitation period provided therein shall apply. If CCL is liable for damages under § 15, the warranty period with regard to the claim for damages shall be governed by the statutory provisions.

2. Subsequent performance measures shall neither suspend the limitation period applicable to the original performance of the service, nor shall they cause the limitation period to begin anew, § 212 BGB (German Civil Code) remaining unaffected.

## § 18 Acquisition of ownership

1. CCL reserves the right of ownership of all items of the contract until all claims of CCL arising from the business relationship with the customer have been settled in full. CCL reserves all property rights and copyrights to the illustrations, drawings, calculations and other (technical) documents provided.

2. If property of CCL is processed, combined or mixed with property of another party, CCL shall acquire title to the new product in accordance with the provisions of § 947 of the German Civil Code.

3. If processing, combining or mixing is carried out in such a way that the third party service is to be regarded as the main item, CCL shall acquire ownership in proportion to the value of the CCL service to the third party service at the time of processing, combining or mixing.

4. Where CCL acquires ownership of an item through its performance, CCL reserves the right to retain ownership of that item until all existing claims arising from the business relationship with the customer have been settled.

5. The customer is obliged to keep the reserved goods carefully and, if necessary, to carry out maintenance and repair work in good time at his own expense. The customer must insure the reserved goods against loss and damage at his own expense. Security claims arising in the event of damage are to be assigned to CCL.

6. The customer shall be entitled to resell the goods which are (co-)owned by CCL in the ordinary course of business, provided that the customer meets its obligations under the business relationship with CCL. In this case, the claim arising from the sale shall be deemed to have been assigned to CCL in the same proportion as the value of the CCL production secured by the reservation of title stands to the total value of the goods sold. The customer remains entitled to collect this claim even after the assignment. The authority of CCL to collect this claim itself remains unaffected.

7. The right of the customer to dispose of the goods which are subject to CCL's reservation of title and to collect the claims assigned to CCL shall lapse as soon as the customer no longer meets its payment obligations and/or an application for the opening of insolvency proceedings is made. In these aforesaid cases and in the event of any other conduct of the customer which is in breach of the contract, CCL shall be entitled to take back the goods delivered under reservation of title without any reminder.

8. The customer shall inform CCL immediately if there is any danger to its reserved property, in particular in the event of insolvency, insolvency and enforcement measures. At the request of CCL, the customer shall provide all necessary information about the stock of goods in (joint) ownership of CCL and about the claims assigned to CCL and shall inform its customers of the assignment. The customer shall assist CCL in all measures necessary to protect the (joint) property of CCL and shall bear the costs arising therefrom.

9. In respect of all claims arising out of the contract, CCL shall have a lien on all goods of the customer which come into the possession of CCL under the contract. The lien can also be asserted for claims from previous deliveries or services, insofar as these are connected with the object of delivery or service. For other claims arising from the business relationship, the right of lien shall apply insofar as this is undisputed or has been legally established. §§ 1204 et seq. of the German Civil Code (BGB) and section 50 subs. 1 of the Insolvency Statute shall apply mutatis mutandis.

10. If the realisable value of the security exceeds the claims of CCL by more than 10 %, CCL shall, at the request of the customer, release security of its own choice to that extent.

## § 19 Applicable law

1. The exclusive local place of jurisdiction is the place of business of CCL. CCL shall be entitled to bring an action against the customer before any other court having jurisdiction under the law.

2. For the business relations with the customer, the law of the Federal Republic of Germany is exclusively applicable. The applicability of the CISG (contract for International Sale of Goods) – „Vienna Sales Law“ and international private law are excluded.

3. Should individual parts of these GTC be invalid, the validity of the remaining provisions shall not be affected. The contracting parties shall endeavour to replace the invalid clause by another clause which comes as close as possible to the economic purpose and legal sense of the original wording.

## § 20 Online dispute resolution for consumer contracts

CCL Label Trittenheim GmbH is not legally obliged to participate in an online dispute resolution procedure and does not voluntarily participate in such a procedure. Further information can be found on the EU Commission's platform for online dispute resolution:

<https://www.ec.europa.eu/consumers/odr>

**§ 21 Contact details**

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