

## General terms and conditions of EasternGraphics Swiss AG („General GTCs“)

(as at 2022-04-01)

### I. Applicability, additional terms of contract

(1) The general terms and conditions of business (“General GTCs”) of EasternGraphics Swiss AG Lerchenalstrasse 27, 9016 St. Gallen, Switzerland („EGR-Swiss“) are applicable to all contractual relationships with customers arising from or associated with goods and services supplied by EGR-Swiss and are to be understood as an integral element of the contract insofar as nothing to the contrary has been individually agreed in writing between EGR-Swiss and the customer. In the version up to date at the relevant time, the “General GTCs“ shall apply also to future business relations with the same customer without its being necessary for EGR-Swiss to indicate their application to the customer at the time of each individual contract. The customer shall at all times have the right to require EGR-Swiss to supply him with an up-to-date version of the “General GTCs“.

(2) These “General GTCs“ are applicable exclusively. Any GTCs of a customer which deviate from, contradict or complement these “General GTCs“ shall only be or become an integral element of any contract insofar as EGR-Swiss has agreed to them expressly and in writing. This requirement of agreement shall apply in all cases and especially when EGR, knowing the customer’s GTCs, supplies goods or services to or for a customer without any reservation.

(3) The “General GTCs“ shall, where necessary, be complemented by the contractual terms and conditions for transfer or licensing of software (“Software GTCs“), by the contractual terms and conditions for software maintenance (“Maintenance GTCs“), by the contractual terms and conditions for supply of services (“Services GTCs“), by the contractual terms and conditions for rental of software (“Rental GTCs“). Clause I. (1) and (2) of these “General GTCs“ shall apply mutatis mutandis to the additional GTCs listed in clause I. (3).

(4) Mention in the following of the application of legal regulations is given simply for purposes of clarification. Even without any such clarification, the legal regulations shall therefore be applicable insofar as they are not subject to direct modification by the following “General GTCs“ or any other contractual terms and conditions of EGR-Swiss.

### II. Price quotations, conclusion of contract

(1) Price quotations made by EGR-Swiss shall be binding if they expressly contain a closing date for their binding nature. In any other situations, price quotations made by EGR-Swiss are not binding and are subject to alteration. The same shall apply if EGR-Swiss provides the customer with information, product descriptions or documentation.

(2) Each order or commission on the part of the customer shall be construed as the binding offer to enter into a contract insofar as it implies no other offer. EGR-Swiss’s right to accept this offer to enter into a contract shall endure for 4 weeks from its receipt by EGR-Swiss. Such acceptance may be declared either expressly or by the supply of the software/licenses and/or services to the customer.

(3) The customer is aware that software is subject to constant development. Insofar as such is reasonable for the customer, EGR-Swiss may therefore supply and/or produce modified or adapted software, or provide other services in deviation from what has been agreed. It shall in particular be seen as reasonable for the customer if such modification in no way impairs the functionality agreed.

### II. Delivery of goods and services, dispatch, transfer of risk

(1) Delivery of goods and services shall be made from the registered office of EGR-Swiss. EGR-Swiss shall have the right to transfer to the customer documentation in electronic form. There shall be no entitlement to the receipt of a printed version. If no arrangement has been made for collection by the customer or third parties, and the customer has made no other instructions, EGR-Swiss shall have the right to decide upon the manner of dispatch.

(2) The risk of the services or goods being accidentally lost or their accidental deterioration shall generally pass to the customer at the point of transfer.

The point of transfer shall be unaffected by whether the customer is late in accepting the goods. In the case of agreed dispatch, the risk of accidental loss or accidental deterioration shall already pass to the customer upon handover to the person designated to carry out the dispatch.

(3) Agreed dates for delivery of goods and services shall only be understood as binding if they have been confirmed as binding by EGR-Swiss expressly in writing. EGR-Swiss shall not be in default without a written reminder from the customer, even if the time for delivery of goods or service is determined or determinable by calendar.

(4) A precondition of the meeting of delivery deadlines shall be that the customer provides EGR-Swiss all information necessary to delivery in due time, and particularly that the customer fulfils the duty of cooperation in the matter in due time. If this precondition is not fulfilled, the date for delivery shall be postponed appropriately. This shall not apply if the delay is the fault of EGR-Swiss.

(5) If the failure to meet deadlines is due to force majeure, e.g. war, riot, strike, lockout, failure of a supplier to deliver on time or similar events, the deadlines shall be extended accordingly.

(6) EGR-Swiss shall have the right to make partial deliveries of goods and services. This shall not apply if the respective partial deliveries and partial services are unreasonable for the customer.

(7) If EGR-Swiss is in default, the customer may withdraw from the contract within the framework of the statutory provisions only if EGR-Swiss is responsible for the default. The customer shall be obliged, at the request of EGR-Swiss, to declare within a reasonable period whether he is withdrawing from the contract because of the delay or insisting on delivery of goods or service.

(8) Insofar as the delivery of goods or services proves impossible, the customer shall have the right to demand damages if such infeasibility is the fault of EGR-Swiss. However, the claim for damages will be limited to 25 % of the net value of that part of the goods or services to be supplied which could not be put into operation or to use on account of the infeasibility. The customer’s right to withdraw from the contract shall remain unaffected.

(9) Any claim for damages on the part of the customer in respect of delay of the delivery of goods or services, on account of infeasibility and/or any claim for damages in lieu of the delivery of services, which exceeds the limits set in clauses III. (7) and III. (8) shall be excluded in all cases of delay or infeasibility. However, the limitations of liability in clauses III. (7) and III. (8) do not apply to personal injury, to damage caused intentionally or by gross negligence and to damage caused by the breach of an essential contractual obligation. An essential contractual obligation is an obligation the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the contracting party may regularly rely. In the event of negligent breach of an essential contractual obligation, the liability of EGR-Swiss shall be limited to the foreseeable damage typical for the contract.

### IV. Conditions of payment and means of payment

(1) Insofar as no fixed prices have been expressly agreed, the price for the relevant delivery/ies of goods or services shall be in the amount given in the EGR-Swiss pricelist applicable at the time of the confirmation of order. Prices shall be understood as net ex works - registered office of EGR-Swiss - with no deductions and with the addition of the value-added tax legally applicable in the circumstances.

(2) EGR-Swiss shall have the express right to refuse checks or bills of exchange. Acceptance of such by EGR-Swiss shall be only for purposes of fulfilment of contract. Discount and bill charges as well as all costs of payment shall be borne by the customer and shall be due immediately.

(3) In the event of default in payment, EGR-Swiss may demand interest at the rate of 9 % points without further proof. This interest shall be deemed to be stipulated in the sense of art. 104 para. 2 of the Swiss Code of Obligations (OR).

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(4) The receipt of the complete claim by EGR-Swiss shall be decisive for compliance with payment deadlines.

(5) The customer shall have a right of set-off only if his claims have been legally established or recognized in writing by EGR-Swiss. In addition, the customer may only exercise a right of retention if his claim on the basis of which he is withholding payment is based on the same contractual relationship and has either been legally established or recognized in writing by EGR-Swiss.

(6) If the customer is in arrears with payments, EGR-Swiss shall have the right to suspend further services from the same legal relationship for the time being and to make all outstanding claims from this relationship due immediately. Any dates or deadlines applicable to EGR-Swiss for the execution of outstanding deliveries of goods or services shall in this case be invalidated, without any special reference to this being required on the part of EGR-Swiss.

### V. Reservation of ownership and right

(1) Until all due payments have been paid in full, EGR-Swiss reserves all rights to the products and/or services not yet paid for. This shall apply in particular to rights to intellectual property (such as rights of use of software) and to the property in tangible goods.

(2) Deliveries of goods or services from EGR-Swiss may not be pledged to third parties, assigned or transferred by way of security until full payment of the claim. The customer shall inform EGR-Swiss immediately in writing if and insofar as access by third parties takes place or is to be expected.

(3) If the customer is in breach of contract, in particular non-payment of due recompense, EGR-Swiss shall have the right to withdraw from the contract and to take back from the customer any rights of use (such as rights of use of software) but also to demand return of any delivered goods (such as storage media, documentation etc.).

(4) Insofar as the customer is entitled to resell the deliveries received from EGR-Swiss in the ordinary course of business, he shall already now assign to EGR-Swiss his claims accruing to him from the resale against his customers or third parties in the amount of the claims of EGR-Swiss. The customer is hereby empowered to continue to collect such payments due after the right to them has been transferred. EGR-Swiss's entitlement to collect the payments itself shall remain unaffected thereby. EGR-Swiss agrees, however, not to collect the payment while the customer is meeting his payment obligations and is not in arrears with payment and in particular no petition for the institution of bankruptcy proceedings against the customer's assets has been filed or ceased his or her payments.

If one of the aforementioned cases occurs, EGR-Swiss may demand that the customer inform EGR-Swiss of the assigned claims and their debtors, provide all the information necessary for collection, hand over the relevant documents and inform the debtors of the assignment. EGR-Swiss undertakes to release the existing securities at the customer's request insofar as the realizable value of the securities exceeds the claim to be secured by more than 10%. The choice of the securities to be released shall be incumbent on EGR-Swiss.

### VI. Customer's duty of cooperation

(1) In order to avoid damage through loss of data, the customer shall be obliged to ensure that his or her data stock is backed up daily, up-to-date and in accordance with the current state of the art.

(2) The customer shall perform the acts of cooperation free of charge within the framework of the performance owed by EGR-Swiss. This shall include in particular that the customer shall provide EGR-Swiss in good time with all information necessary for the fulfilment of the contract by EGR-Swiss without being asked to do so. Furthermore, the customer shall provide in good time any facilities that may be necessary for the use of the goods or services.

### VII. Receipt and acceptance of goods and services

1) EGR-Swiss may require from the customer a written declaration after each delivery of goods or performance of service that the goods or service were correct, complete and free of obvious defect (statement of due fulfilment of contract). or what defects, if any, exist.

(2) In the case of goods and services delivered in part, the declaration of acceptance shall not extend to features which can only be tested in connection with goods and services to be supplied later. As soon as goods and services supplied in part are being used productively by the customer, they shall be understood to be accepted.

(3) Goods and services of EGR-Swiss shall be deemed to have been accepted at the latest seven days after handover or after notification of completion by EGR-Swiss if the customer uses them without notifying EGR-Swiss of any defects.

(4) If a notice of defects proves to be unjustified, the customer shall reimburse EGR-Swiss for all expenses incurred as a result.

### VIII. Liability

(1) EGR-Swiss shall be liable for personal injury, for damage caused intentionally or by gross negligence and for damage caused by the breach of essential contractual obligations in accordance with the statutory provisions.

(2) Otherwise the liability of EGR-Swiss shall be excluded.

(3) In case of violation of an essential contractual obligation the liability of EGR-Swiss shall be limited to the foreseeable damage typical for the contract. An essential contractual obligation is an obligation the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the contracting party may regularly rely.

(4) EGR-Swiss shall not be liable for the loss of data if the damage would not have occurred if data had been properly backed up in the customer's area of responsibility. A proper data backup shall be assumed if the customer demonstrably backs up his data stocks daily, up-to-date in machine-readable form in accordance with the current state of the art and thus guarantees that these data can be restored with reasonable effort. The liability of EGR-Swiss for loss of data - unless caused intentionally or by gross negligence on the part of EGR-Swiss - shall be limited to the typical restoration expenditure which would have been incurred if data had been properly backed up.

(5) EGR-Swiss shall likewise not be liable if defects occur after changes in the conditions of use or operation, after operating errors, after interventions in services (e.g. in the software), such as changes, adjustments, connections with other programmes or after use contrary to the contract, unless the customer proves that the defects were already present at the time of handover of the good or service and have no causal connection with the events mentioned above.

(6) As far as the liability of EGR-Swiss is excluded or limited, this shall also apply to the personal liability of employees of EGR-Swiss as well as to third parties acting on behalf of EGR-Swiss.

(7) Insofar as claims for damages are excluded or limited in accordance with the above paragraphs, this exclusion or limitation shall also extend in each case to damages in addition to performance and damages in lieu of performance, irrespective of the legal grounds, in particular on account of competing claims arising from defects, the breach of obligations arising from the contractual obligation, tort as well as claims for reimbursement of expenses. In addition, the provisions set out in clause III. (7) shall apply to liability for delay, and the provisions set out in clause III. (8) shall apply to liability due to infeasibility.

(8) Liability under the Product Liability Act (*Produkthaftungsgesetz*) remains unaffected.

### IX. Limitation

Claims for damages by the customer - irrespective of the legal grounds - shall become statute-barred one year after the transfer of risk, otherwise

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after the claim arises. This shall not apply if statutory regulations provide for shorter periods. However, the statutory periods of limitation shall apply:

- to claims for defects if EGR-Swiss has fraudulently concealed the defect or has given a guarantee for the quality;
- to claims for personal injury;
- to claims for damages based on intentional or grossly negligent breach of duty;
- to claims under the Product Liability Act (*Produkthaftungsgesetz*).

### X. Setting a deadline, threat of damages, withdrawal and termination

(1) Insofar as the customer has a claim for damages in lieu of performance or a claim for reimbursement of expenses after a reasonable deadline set by him has expired unsuccessfully, such setting of a deadline must additionally contain an express threat by the customer that he will assert this claim after expiry of the deadline.

(2) The foregoing clause shall apply mutatis mutandis if the customer is entitled to withdraw from the contract or to terminate the contract extraordinarily for good cause after a reasonable deadline set by him has expired unsuccessfully

### XI. Rights of third parties

EGR-Swiss shall indemnify the customer against all legally established claims which third parties have against him on account of the infringement of industrial property rights or copyrights by his contractual and lawful use of the services provided by EGR-Swiss, provided that the customer has informed EGR-Swiss immediately of these claims, has not and will not make any concessions, acknowledgements or declarations equivalent to acknowledgements and has defended himself against the claims asserted to the best of his ability. Insofar as the customer himself is responsible for infringements of property rights, claims against EGR-Swiss shall be excluded.

### XII. Secrecy, Confidentiality

(1) Insofar as the contracting parties exchange confidential information of a commercial or technical nature or one contracting party becomes aware of information from the area of the other contracting party which is marked as "confidential" or "secret" or which is usually regarded as a business secret, they undertake to treat this information as strictly confidential and not to make it available to third parties or to use it in any way outside the performance of this contract without the consent of the respective other contracting party. Excluded from the mutual obligation to maintain confidentiality is such information which is demonstrably a) generally public knowledge or becomes public knowledge without the intervention of a contractual partner; b) becomes known to a contractual partner from another source which is not obliged to maintain confidentiality vis-à-vis the other contractual partner; c) must be disclosed by a contractual partner (in particular vis-à-vis courts, law enforcement bodies and authorities) due to mandatory statutory provisions.

(2) Each contracting party undertakes to hand over to the other contracting party all confidential information provided to it by the other contracting party at any time after a corresponding request or to destroy it at the other contracting party's discretion without retaining any copies or records. Own records, compilations and evaluations containing confidential information shall be destroyed immediately upon request of the other contracting party; electronically transmitted and/or stored confidential information shall be deleted. The destruction/deletion carried out shall be confirmed in writing to the other contracting party upon request.

(3) Confidential information whose retention is prescribed by law may be retained for the legally prescribed retention period and must then be destroyed immediately.

(4) Confidential information which forms the basis or evidence for claims of one contractual partner against the other contractual partner may be

retained within the limitation period of the respective claims and must then be destroyed immediately.

(5) The term of this confidentiality agreement shall continue to apply after termination of the contracts existing between the contractual partners

### XIII. Miscellaneous

(1) Place of performance for deliveries of goods and services as well as place of payment is Augsburg. The place of jurisdiction is - as far as legally permissible - St. Gallen (Switzerland). The same shall apply in the event that the customer has no general place of jurisdiction in Germany. However, EGR-Swiss shall also be entitled to take legal action at the customer's registered office.

(2) The law of Switzerland shall apply exclusively. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

(3) Subsidiary agreements and amendments to the contracts and to the General GTCs must be in writing. This also applies to the waiver of the written form requirement. Electronic documents, such as e-mails with sender identification, shall be deemed to be in writing for the purposes of these General GTCs.

(4) Should individual provisions not be legally effective or lose their legal effectiveness due to a later circumstance or should a loophole be found, the legal effectiveness of the remaining provisions shall not be affected by this. The customer and EGR-Swiss shall replace ineffective provisions and loopholes immediately after their discovery by such provisions as correspond or come closest to the economic purpose of the contract. Otherwise, the legal regulations of Switzerland shall apply in their place.