



*Attention: The English version is a translation of the German text and only for information!
The original German language version is legally binding.*

Conditions of Purchase

of Spielkartenfabrik Altenburg GmbH
Leipziger Straße 7
04600 Altenburg/Thuringia

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Article 1 Scope of validity

1. These Conditions of Purchase shall apply to all purchase orders of Spielkartenfabrik Altenburg GmbH, Leipziger Straße 7, 04600 Altenburg/Thuringia (Germany) - referred to hereinafter as Spielkarte and/or purchaser -.
2. Contradicting General Terms and Conditions of the contracting party and/or deviating contractual conditions shall not apply; their validity is hereby expressly rejected. Anything else shall only apply, if specific agreements thereto exist between the contracting parties. The unconditional acceptance of the delivery shall therefore not be sufficient in this respect.

Article 2 Conclusion of contract

1. Inquiries at suppliers and/or requests for offers submitted to them shall have no binding effect.
2. Purchase orders placed by Spielkarte, also the acceptance of offers, shall only become legally effective if they have been made in writing. The written form as required above is deemed to have been satisfied, when communications of that kind are transmitted electronically, by fax or by e-mail.
3. Order confirmations of the supplier deviating from a purchase order placed by Spielkarte constitute a new offer and, therefore, need to be accepted by Spielkarte, in order to become a legally effective contract.

Article 3 Content of contract

1. Technical specifications introduced and listed by Spielkarte in the course of the contract negotiations or as part of the ordering process as well as properties of the delivery item, such as performance specifications, shall become an integral part of the contract.



2. Details and information provided and/or contained in safety data sheets, declarations of no objection, specifications etc. to be provided by the supplier/contractor are warranted properties.

Article 4 Delivery

1. Agreed deadlines and delivery periods shall run from the time the purchase order has been received by the supplier. An electronic statement of intent is deemed to have been received on the day, when it is available for being called by the supplier from his electronic address during the usual business hours; otherwise on the following business day. The supplier shall be in default, if the agreed date of delivery is not met. If no binding delivery date/delivery period has been agreed, the supplier shall be in default once the delivery deadline set by Spielkarte has expired.
2. The supplier shall immediately inform about changes concerning the delivery dates and periods or delays in this respect. The unconditional acceptance of a delayed delivery or service cannot be construed as waiver of the claims on the part of the purchaser, to which he is entitled on the ground of the delayed delivery/service.
3. Unless explicitly agreed with Spielkarte, partial deliveries are basically inadmissible. A partial delivery shall not affect the commencement of the payment period.
4. The purchaser shall be under no obligation to accept deliveries of goods before the expiry of the delivery date/period.
5. Short deliveries are basically excluded. Spielkarte shall be entitled to 100 % of the goods ordered, also with regard to both quantities and masses. If the supplier delivers less than ordered, the contract is deemed not to have been performed; Spielkarte can demand subsequent delivery. Excess deliveries shall be agreed between purchaser and supplier. In the absence of such arrangement, an excess delivery shall be limited to 1 % above the contracted quantity. Spielkarte shall be entitled to automatically reduce the invoiced amount for quantities exceeding the 1 % limit and to keep it.
6. If the supplier delays the delivery, he shall pay a contract penalty amounting to 1 % of the agreed net order total for each working day of the delay, however, not more than 10 % of the net order total. This shall not prevent Spielkarte from asserting any damage in excess of it. Spielkarte can assert its right to claim the contract penalty until the final payment has been made.

Article 5 Dispatch

1. The supplier owes, in any case, the delivery „free to destination“, i.e. including all and any shipping, insurance, packaging and other ancillary costs and charges, including customs duties, until the goods have been delivered to the place of destination specified by Spielkarte (Delivered Duty Paid [DDP] pursuant to Incoterms 2020). The risk shall pass to Spielkarte at the time of delivery to the place of destination.



2. The supplier shall comply with the shipping regulations of Spielkarte and of the carrier or forwarder. The order and article numbers of Spielkarte shall be stated in all freight and shipping documents, communications and invoices. In addition to that, the freight and shipping documents/delivery notes which need to be attached to each delivery must contain the following information:
 - designation of the purchase order (date, number etc.)
 - designation of the delivery note (number, date etc.)
 - designation of the delivery item, including the material/position numbers as stated in the purchase order/contract
3. Should, in exceptional cases, the delivery have explicitly been agreed between the contracting parties „ex Works“ (EXW pursuant to Incoterms 2020), thus deviating from Article 5, sub-section 1, hereof, the supplier shall make the delivery at the lowest possible costs. Any extra costs arising for express shipments, necessary to meet an agreed delivery date, shall be borne by the supplier, since Spielkarte shall not accept any such costs.
4. The supplier shall meet the requirements of the Packaging Act in its currently valid version. This shall also determine the supplier's take-back obligation concerning the packaging material.
5. Packaging and pallets used for the shipment need to be in proper conditions. Undamaged EURO pallets will be replaced by Spielkarte after the delivery; no replacement will be made for damaged pallets.

Article 6 Invoicing and payment

1. The price stated in the purchase order shall be binding. Unless otherwise agreed, the „DPP“ price pursuant to Incoterms 2020 shall include the packaging. Should, deviating therefrom in exceptional cases, EXW (Ex Works pursuant to Incoterms 2020) have been agreed between the contracting parties, Spielkarte shall only assume the most favorable freight costs; the costs and the risk until the goods are handed over to the forwarder and loaded shall be borne by the supplier in any case.
2. Price reductions in the time between placing the purchase order and the payment of the invoice shall be for the benefit of Spielkarte.
3. Unless otherwise agreed, payments of the purchaser shall be made within 30 days, with a discount of 3 % being deducted, or net within 60 days.
4. The payment period shall commence, as soon as the complete delivery/service has been made or rendered, respectively, and the correct invoice has been submitted.
5. Claims:
 - a) Claims of the supplier against Spielkarte can only be assigned with the explicit written consent obtained from Spielkarte. If the contract is a commercial transaction for both parties, Article 354a of the [German] Commercial Code (HGB) shall apply.



- b) Setting off claims of the supplier against those of Spielkarte shall only be admissible, if the supplier's claims are undisputed or legally established.
 - c) The supplier shall have no right of retention, if based on counterclaims arising from other legal transactions with Spielkarte.
6. When making advanced payments, Spielkarte shall be entitled to demand a reasonable security in form of a bank guarantee amounting at least to the value of the advanced payment.

Article 7 Quality and material defects

- 1. All deliveries of goods shall be packaged and secured in such a way that they are sufficiently protected against shipping damage, dirt or other external influences.
- 2. The supplier shall comply with the generally accepted rules of sound engineering practice and with the safety regulations applicable to his deliveries. Before making delivery, the supplier shall submit the goods to a quality control, with the type and scope of which conforming to the general standard.
 - a) In the event of a defective delivery, the statutory provisions shall apply, unless something else is stipulated in the following provisions.
 - b) The obligation to inspect and to give notice of defects pursuant to Article 377 HGB shall apply by taking into account the following conditions. Spielkarte shall submit the products delivered by the supplier to an incoming goods inspection, as soon and to the extent as feasible in the proper course of business, in order to establish the conformity between ordered and delivered goods and to identify any possible deviations in quantity as well as visible damage. Any further incoming goods inspection is expressly not owed, with the supplier, as a precautionary measure, waiving such inspection. Defects identified during the incoming goods inspection shall be notified to the supplier without any delay. If, due to the defects identified during the incoming goods inspection and/or due to the condition of the goods, inspections are required that exceed the usual scope and extent, the extra costs thereof shall be borne by the supplier.
 - c) Any other defects identified only during the processing or during the intended use of the goods delivered shall be notified to the supplier by Spielkarte as soon as they have been established.
 - d) The supplier shall waive the plea of belated notice of defects in this respect.
- 3. Defects concerning a delivery shall be notified by Spielkarte within 15 working days, hidden defects within the same period after they have been identified. For transitory transactions, this period shall commence, when the recipient has notified the defect.
- 4. In the event of a complaint, Spielkarte reserves the right to charge the costs to the supplier that have been incurred in connection with the notice of defect. The costs and the risk of returning the defective goods shall be borne by the supplier.



5. With regard to supplementary performance, the statutory regulations shall apply. If supplementary performance fails, if supplementary performance is not reasonable for Spielkarte or if the supplier fails to provide supplementary performance immediately, Spielkarte can withdraw from the contract/from the purchase order and return the goods at the supplier's costs and risk without setting any further deadline. In such case and in other urgent cases, especially to avert acute hazards or to prevent larger damage, when it is impossible to inform the supplier about the defect and set him an even short deadline to rectify this defect, Spielkarte can remedy the defect itself, or have it remedied by a third party, at the supplier's expense. This shall not affect any further claims, especially claims for damages or on the ground of warranties given by the supplier.
6. In urgent cases, especially in order to avoid extensive damage, Spielkarte shall be entitled to remedy the defects itself to the extent necessary, or to have them remedied by a third party, at the supplier's expense, so as to be able to meet its own supply obligations.
7. If a defect affecting the items delivered is identified only after their further processing, the supplier shall assume all and any costs incurred by the replacement of the defective goods or by providing supplementary performance.
8. Expenditure incurred by Spielkarte in relation to its own customers, because they have asserted claims against Spielkarte to have the expenditure refunded which has been required for the purpose of supplementary performance – especially shipping, travel and labor costs as well as costs of material –, shall be charged to the supplier.
9. All deliveries shall fully conform in their kind and condition to the agreed specifications and to anything what can be expected with knowledge of the intended use, at least, however, to the compelling statutory requirements – especially the national and European safety regulations as well as the DIN standards valid at the time of delivery. The supplier shall ensure that the contractual items are free from defects and satisfy the above requirements.
10. All costs incurred by Spielkarte as a result of the delivery's non-conformity with the statutory and other regulations and standards shall be charged in full to the supplier.

Article 8 Liability

1. Product liability
 - a) If the supplier is responsible for damage in accordance with the Product Liability Act, he shall indemnify Spielkarte from any possible third-party claims for damages upon first written request. This shall also apply, if joint and several liability exists between Spielkarte and supplier according to the Product Liability Act towards the injured third party.



- b) If comparative negligence or a contributory cause exists on the part of Spielkarte, the supplier can assert claims against Spielkarte. The share in the payment of damages in the relation between Spielkarte and supplier depends on the relevant share in the comparative negligence (Article 254 of the [German] Civil Code [BGB]) or the contributory cause. In this connection, the supplier shall also bear the costs that Spielkarte has incurred by obtaining legal assistance, by recall actions etc. The provisions concerning comparative negligence or a contributory cause as stipulated in Article 254 BGB shall also apply here.
 - c) Spielkarte shall immediately inform the supplier, if claims arising from the product liability are brought against the company, and shall neither make any payments nor acknowledge claims without consulting the supplier. The supplier shall, within reasonable limits, provide all information and support required, in order to fend off these claims.
 - d) The supplier shall maintain a product liability insurance with sufficient coverage.
 - e) Any further statutory claims shall not be affected.
2. Third-party protective rights
- a) The supplier warrants that no third-party protective rights exist on the contractual goods that would prevent the use of the goods by Spielkarte, especially no permit, licensing and other requirements from a third party which would limit and/or prevent their unimpeded use by Spielkarte.
 - b) In the event of infringing third-party protective rights, the supplier shall indemnify Spielkarte from all and any third-party claims to the full extent in writing and upon first written request; this shall also include any possible costs of legal proceedings etc.
 - c) In the event of infringing third-party protective rights, the supplier shall compensate Spielkarte for any damage suffered by Spielkarte as a result of, and in connection with, this infringement.
3. As for the rest, the contracting parties shall be liable in accordance with the statutory regulations.

Article 9 Confidentiality

Secrecy and data protection

1. Both contracting parties shall keep the secrecy about any information received or obtained from the other contracting party which is obviously not in the public domain and has become known to either contracting party as a result of their business relationship, and shall not use such information for their own or third-party purposes.
2. The supplier shall maintain the secrecy of telecommunications, comply with the data protection provisions and, especially, protect personal data. Should the supplier process personal data on behalf of Spielkarte, he shall undertake to conclude a data processing agreement with Spielkarte in accordance with the currently valid pattern.



3. All documents made available by Spielkarte to enable the supplier to render his services shall remain the property of Spielkarte and shall be returned, together with any copies, duplicates etc. thereof, to Spielkarte or to be destroyed at the request of Spielkarte.
4. The supplier shall expressly and demonstrably point out to his employees, vicarious agents and sub-contractors that Spielkarte may collect and process the following personal data about them for the purpose of complying with statutory regulations and for legitimate business interests: form of address, surname, first name, date of birth, street, post code (zip code), place (town or city) and country. In addition to that, the following information can be captured from employees, vicarious agents and sub-contractors, who require a work permit or a residential permit according to German or European law, when working for the supplier in Germany: validity of the work permit and/or the residential permit, restriction of the weekly working time according to the work permit, restriction as to the place of assignment according to the work permit, restrictions as to job assignments/functions according to the work permit.
5. The above requirements shall survive the term of contract.

Article 10 Force Majeure

1. Disruptions of contract due to events that are unpredictable, unavoidable and beyond the supplier's and/or Spielkarte control, i.e. for which he cannot be held responsible, such as Force Majeure, war or natural catastrophes, shall release the supplier and/or Spielkarte from his obligation to perform for the duration of this disruption and to the extent of its effect.

Agreed periods of time shall be extended by the duration of such disruption. However, Spielkarte and/or the supplier must immediately be informed about such disruption occurring in a reasonable form. The contractual obligations shall be adapted in good faith to the changing conditions.

2. If the end of such disruption cannot be foreseen and if it continues to exist for more than two months, Spielkarte shall be entitled to withdraw from the contract concerning the undelivered products or give notice with immediate effect.

Article 11 Place of performance, place of jurisdiction, collateral agreements

1. The place of performance shall be the place of destination stipulated by the purchaser, this being Altenburg/Thuringia for payments.
2. The place of jurisdiction for all disputes arising from the contractual relationship is Altenburg.
3. This contract is exclusively governed by German law, excluding all international legal standards, especially the United Nations Convention on Contracts for the International Sale of Goods (CISG).



4. Verbal collateral agreements as well as modifications or amendments to this contract require the written form in accordance with Article 126 BGB, in order to take effect. This shall also apply to an agreement to deviate from the written form requirement or to set it aside.
5. Should a provision of this contract, wholly or partly, be or become void or ineffective, the validity of the remaining provisions hereof and their enforceability shall in no way be affected.