

## Provisions - Consumables

These Terms and Conditions Consumables (the "Terms") shall apply in addition to the "General Terms" of SKIDATA and shall prevail over them in the event of a conflict.

### 1. General Terms

- 1.1.** The prices for the Consumable Products are set out in the SKIDATA price list.
- 1.2.** Requests for the creation of Consumable Products, print & production documents, or production orders stopped by the Principal shall be suspended and taken out of circulation if no further communication is received from the Principal within three (3) months after feedback from SKIDATA. Services rendered and material expenses incurred up to that point shall be invoiced in full, but in any case at the minimum rates specified in the SKIDATA price list.
- 1.3.** Delivery shall be made to the delivery address specified in the order confirmation at the expense and risk of the Principal. If no delivery address has been provided, the invoice address shall also be deemed to be the delivery address. Excess or short deliveries of up to 10% of the ordered print run shall be accepted by the Principal against payment. SKIDATA reserves the right to make partial deliveries in the event of production bottlenecks. SKIDATA shall not be liable for any printing and execution errors which the Principal has approved in the proofs. SKIDATA shall not be liable for the correctness of any sales changes ordered by telephone or electronically. Orders that are manufactured as customer-specific production cannot be changed after the order confirmation has been sent and must be accepted in full in terms of quantity. Principal shall order the goods in good time so that, if necessary, it is also possible to remedy any defects required to meet the scheduled delivery date.
- 1.4.** The typesets, design documents, printing plates, lithographs, photographically produced films and plates, cutting dies, and other aids provided by SKIDATA for the production process shall remain the property of SKIDATA, even if the Principal has paid remuneration for this work. This shall also apply to those work aids which were produced by another company on behalf of SKIDATA. SKIDATA shall not be obliged to check print documents provided by Principal itself or by third parties on its behalf for suitability and correctness. Principal shall also be solely responsible for their content and shall ensure that any photos, trademarks, designs, copyrighted or otherwise protected content contained therein may be used. Principal shall fully indemnify and hold SKIDATA harmless in this respect.

### 2. Warranty

SKIDATA warrants the proper processing of the Consumable Products on the SKIDATA or SKIDATA-compatible devices in accordance with the product specifications set out in the Documentation. The warranty is excluded if devices are used that are not from SKIDATA, or are not SKIDATA-compatible. The Principal accepts color deviations occurring within or between different deliveries due to production and material, provided that they remain within a reasonable scope for the product and/or production process according to the state of the art. Correction proofs, press proofs, and sample tickets are therefore only approximately binding for the actual loss of color tones and do not guarantee an exact matching of the color tones. Plastic tickets are largely dimensionally stable, break-proof and tear-proof in an ambient temperature range of -20 °C to +50 °C. All information in this section is based on a statistical certainty of 95%. SKIDATA is not liable for any functional impairment or damage resulting from improper storage by the principal and recommends storage in the original packaging at a storage temperature between +5 °C and +25 °C and a maximum relative humidity of 60 %.