

General Terms and Conditions of Bundesdruckerei GmbH

1. General Information

- 1.1 Area of Application Bundesdruckerei GmbH (hereinafter referred to as "Bundesdruckerei") fulfils orders as seller or contractor exclusively on the basis of the following Terms and Conditions along with other terms and conditions provided by Bundesdruckerei that have been tailored to the specific business transaction and which are specified separately. These Terms and Conditions shall apply to all current and future orders placed with Bundesdruckerei for deliveries of goods (including the provision of software in non-embodied form, e.g. as a download) and the provision of services.
- 1.2 Conflicting Terms and Conditions. Conflicting, supplementary or deviating terms and conditions of the contractual partner (hereinafter "Client") shall not be acknowledged, even if known, unless their validity has been expressly agreed to in writing. This also applies if Bundesdruckerei does not separately object to conflicting terms and conditions in individual cases or if reference is made to correspondence including or referring to the terms and conditions of the Client or a third party. In particular, Bundesdruckerei rejects any terms and conditions set forth by the Client that would require the Bundesdruckerei to participate in or submit declarations regarding a boycott beyond the applicable statutory EU and UN sanction provisions.
- **1.3 Transfer of Rights from the Contract.** The Client may not transfer rights and obligations arising from a contract to third parties without Bundesdruckerei's consent.

2. Prices

- 2.1 Commitment to the Prices Quoted. The prices stated in Bundesdruckerei's quotation apply subject to the proviso that the order data on which the quotation was based remains unchanged but no longer than four months after the Client receives the quotation. In the case of orders involving delivery or provision of services to third parties, the Client shall be deemed to be the principal, unless expressly agreed otherwise. Bundesdruckerei's prices exclude statutory VAT and do not include costs for transport and transport insurance, unless expressly agreed otherwise.
- 2.2 VAT Registration Number, Proof of Registration for VAT Purposes. When placing the order, the Client is obliged to provide Bundesdruckerei with a valid VAT registration number (VAT Reg. No.), if available. If Bundesdruckerei provides services to a Client domiciled outside the European Union, the Client is obliged to provide valid proof of its registration for VAT purposes when ordering the contractual service and no later than 10 days before the end of the performance period. If the Client does not fulfil the obligations listed in this section 2.2, German VAT will be charged additionally for the contractual performance insofar as this is required by German VAT regulations. German VAT can also be invoiced retroactively.
- **2.3 Remuneration for Subsequent Changes.** Subsequent changes at the instigation of the Client, including the resulting machine downtime, will be charged to the Client. Repetitions of test proofs requested by the Client due to minor deviations from the original are also regarded as subsequent changes.
- **2.4 Remuneration for Preparatory Work.** Sketches, drafts, test typesetting, test prints, samples, proofs and similar preparatory work instigated by the Client will be invoiced.

3. Payment

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- **3.1 Due Date.** Payment must be made immediately upon receipt of the invoice without any deductions. The invoice will be issued on the date of acceptance, delivery, partial delivery or readiness for delivery or performance (debt to be discharged at the domicile of the debtor, default of acceptance).
- **3.2** Acceptance of Bills of Exchange. Bills of exchange are only accepted by special agreement and as payment without any discount. Any discount and expenses shall be borne by the Client. They are to be paid immediately by the Client. Bundesdruckerei shall not be liable for the timely submission, protest, notification and return of the bill of exchange in the event of non-redemption unless Bundesdruckerei or its vicarious agents are guilty of intent or gross negligence.
- **3.3 Advance Payment.** Appropriate advance payment may be demanded in the event of extraordinary advance performance. This applies in particular to contracts for labour and to contracts for work and materials.
- **3.4 Set-Off.** The Client may only set off against an undisputed or legally established claim. A Client who is a merchant within the meaning of the German Commercial Code (HGB) is not entitled to any rights of retention. However, the rights pursuant to Sec. 320 of the German Civil Code (BGB) shall be retained for as long as and to the extent that Bundesdruckerei has not fulfilled its contractual obligations.
- 3.5 Subsequent Deterioration of Financial Circumstances. If the fulfilment of the payment claim is jeopardised due to a deterioration of the Client's financial situation that has occurred or become known after conclusion of the contract, Bundesdruckerei may demand advance payments, withhold goods or services not yet delivered or provided and cease further work. Bundesdruckerei is also entitled to these rights if the Client is in default of payment for deliveries or services based on the same legal relationship.
- 3.6 Default Interest. A monetary debt will bear interest at five percentage points above the base lending rate for the year during the period of default. If the Client is not a consumer within the meaning of the German Civil Code (BGB), the interest rate for payment claims shall be eight percentage points above the base lending rate. This does not exclude the assertion of further damages caused by the default.
- 4. Delivery, Acceptance, Customs, Services
- **4.1 Delivery.** Unless otherwise agreed in writing between the parties, the delivery of tangible goods shall be FCA, Incoterms®2020 (Bundesdruckerei, Kommandantenstr. 18, 10969 Berlin).
- **4.2 Customs.** If Bundesdruckerei undertakes to ship the goods for the Client at the Client's request, expense and risk, Bundesdruckerei shall only be liable for intent and gross negligence. In the event that Bundesdruckerei is subsequently to transport goods to a destination outside the customs territory of the EU, the Client must issue to Bundesdruckerei the order and authorisation to declare the goods for export to customs in the Client's name and for its account. However, the Client shall always be responsible for import clearance in the country of destination.
- **4.3 Confirmation of Receipt.** The Client is obligated to confirm receipt of the goods in writing. In the event that Bundesdruckerei delivers to a destination within the European Union on behalf of the Client, the Client must send this confirmation to Bundesdruckerei within 10 days in the form of a confirmation of arrival in accordance with the requirements of the German tax authorities. Otherwise, the Client shall also be liable for the VAT.
- **4.4 Services.** Unless agreed otherwise in writing between the parties, Bundesdruckerei shall provide the services directly to the Client (e.g. software, updates, other electronic services, training, device maintenance, services, rental of devices, licences). If it is agreed that these services are to be provided to third parties in countries outside of Germany on behalf of the Client, the Client shall be deemed the recipient of the services.

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- **4.5 Download Option.** If it is agreed that data, software or technology is to be provided electronically, the Client will be granted a download option. Unless agreed otherwise, the Client may only request access to the data from its place of business.
- **4.6 Acceptance.** Services provided in accordance with the Client's specifications and which require acceptance shall be deemed to have been accepted if the Client accepts the services without reservation or the services are ready for acceptance and the Client pays Bundesdruckerei's payment claim in full and without reservation.
- **4.7 Delivery and Performance Dates**. Delivery and performance dates shall only be valid if they have been expressly confirmed by Bundesdruckerei. If the contract is concluded in writing, the confirmation of the date must also be in writing.
- **4.8 Delay in Delivery and Performance.** If Bundesdruckerei falls behind in its delivery and/or performance, it shall first be granted a reasonable grace period. If the grace period expires without success, the Client may withdraw from the contract. The statutory provisions on the dispensability of setting a deadline for fixed-date transactions shall remain unaffected by this.
- 4.9 Force Majeure. Operational disruptions either at Bundesdruckerei's premises or those of a supplier, in particular strikes, lockouts, transport disruptions, lack of means of transport and all other cases of force majeure, shall not entitle the Client to terminate the contractual relationship. The principles regarding the loss of the basis of the transaction shall remain unaffected.
- **4.10 Right of Retention.** Pursuant to Sec. 369 HGB, Bundesdruckerei shall have a right of retention to the printing and stamping templates, manuscripts, raw materials and other items supplied by the Client until all due claims arising from the business relationship have been settled in full.
- 4.11 Return of Packaging. Bundesdruckerei takes back packaging as part of its obligations under the German Packaging Ordinance. The Client may return packaging at the time of delivery or at Bundesdruckerei's premises during normal business hours after timely prior notification unless another acceptance/collection point has been designated. The Client shall bear the costs of transporting the used packaging. If a designated acceptance/collection point is further away than Bundesdruckerei's premises, the Client shall only bear the transport costs that would be incurred for the distance to Bundesdruckerei's premises. The returned packaging must be clean, free of foreign matter and sorted by packaging type. Otherwise, Bundesdruckerei is entitled to demand that the customer pay the additional costs incurred for disposing of it.

5. Special Provisions for the Supply of Software

- 5.1 Scope of Use. The Client receives a non-exclusive, perpetual right to use the software to the extent of the agreed licences, excluding the right to lease or undertake other sublicensing, wired or wireless public reproduction or making publicly available and excluding the right to make the software available to third parties for a fee or free of charge, such as by way of application service provision or software as a service. Section 5.6 shall remain unaffected by this. Permitted use includes the installation of the software, its loading into the main memory and its use as intended by the Client.
- 5.2 Changes and Extensions. Changes and extensions to the program code that are made at the request and for the account of the Client shall become Bundesdruckerei's property or it shall be authorised to use it and make it available to other customers with the Client's prior consent. Bundesdruckerei will grant the Client the same rights of use to the changes as were granted to the original version under this contract.
- **5.3 Characteristics.** The software has the agreed characteristics and is suitable for the contractually stipulated use or, in the absence of an agreement, for normal use. It satisfies the criterion of practical suitability and has the usual

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quality for software of this type. A functional impairment of the software resulting from hardware defects, environmental conditions, incorrect operation or the like is not a defect. A merely insignificant reduction in quality will not be taken into account. In particular, the Client has a duty to back up data and protect itself against malware according to the current state of the art.

- 5.4 Source Program. Unless agreed otherwise, the Client has no entitlement to be provided with the source program.
- 5.5 Backup Copies. The Client may create the backup copies of the software required for secure operation. The backup copies must be stored securely and, as far as technically possible, marked with the copyright notice of the original data carrier. Copyright notices may not be deleted, altered or suppressed. Copies that are no longer required must be deleted or destroyed. The user manual and other documents provided by Bundesdruckerei may only be reproduced for internal purposes.
- 5.6 Passing on of Software. Any passing on of the software requires the written consent of Bundesdruckerei. In principle, the Client is only entitled to pass on the software in whole or in part to a third party if an original data carrier is passed on, the Client deletes all other copies of the software in whatever form, in particular on data carriers and in fixed or main memories, and the Client definitively gives up all use of the software without the option of repurchase before passing on the original data carrier to the third party and promptly confirms this to Bundesdruckerei in writing. The third party must declare in writing to Bundesdruckerei that it will comply with the relevant contractual conditions for the software. Bundesdruckerei may then refuse consent to the passing on only for good cause, such as for reasons of protection against competition.
- **5.7 Data Backup.** The Client is responsible for regularly backing up its database with the due care and diligence of a prudent businessman. In particular, the Client shall perform a complete data backup of all system and application data immediately prior to any installation and/or other intervention by Bundesdruckerei. The data backups must be stored in such a way that the backed-up data can be restored at any time.
- **5.8 Liability of Bundesdruckerei.** In the event of claims that have already been made or are expected to be made due to an infringement of copyrights, patent rights or other intellectual property rights, Bundesdruckerei may modify or replace the devices or programs at its own expense in order to prevent such infringement. This must not reduce the performance of the software supplied by Bundesdruckerei.
- **5.9 Confidentiality, Copyright Notices.** Documents, proposals, test programs and the like that become accessible to the Client during the execution of the contract are the intellectual property of Bundesdruckerei and must be kept confidential as business and trade secrets. Copyright notices, serial numbers and other features serving to identify the program may not be removed from the software or modified.

6. Training Courses

- **6.1 Goal of Training Courses.** If Bundesdruckerei offers training courses for operating the goods and if the Client places an order for such training courses, the training will enable the Client or its appropriately trained personnel to operate the goods at the operator or administration level. The content and scope of this training will be agreed on a case-by-case basis based on Bundesdruckerei's offer.
- **Place of Performance.** Unless agreed otherwise, the place of performance for the training courses shall be the place of business of Bundesdruckerei. If the training courses are held at a different location by request, the Client must reimburse additional travel expenses by prior agreement and provide appropriate premises and technical equipment.

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- **6.3 Postponement of Training Courses.** Bundesdruckerei is entitled to cancel a training course for good cause, such as illness of the trainer. Bundesdruckerei shall inform the Client of the cancellation of a training course in good time and offer alternative dates.
- **6.4 Training Material.** The Client will receive a simple and non-exclusive right of use to the material provided for holding the training course with the authorisation to make the documents permanently available to the trained employees, but excluding the right to reproduce the material for the purpose of training further employees.

7. Retention of Title

- **7.1 Transfer of Ownership after Payment.** The delivered goods shall remain the property of Bundesdruckerei until full payment has been received.
- 7.2 Resale. The following regulations apply only to commercial transactions. The goods delivered and the works produced shall remain the property of Bundesdruckerei until all claims of Bundesdruckerei vis-à-vis the Client that exist on the invoice date have been paid in full. The Client is only entitled to resell the goods in the ordinary course of business. The Client hereby assigns its claims from the resale to Bundesdruckerei. Bundesdruckerei hereby accepts this assignment. At the latest when default occurs, the Client shall be obliged to name the debtor of the assigned claim. If the value of the securities existing for Bundesdruckerei exceeds its claim by more than 20% in total, Bundesdruckerei shall be obliged to release securities of Bundesdruckerei's choice at the request of the Client or a third party affected by Bundesdruckerei's security.
- 7.3 Revision and Processing. If Bundesdruckerei revises or processes goods owned by it, Bundesdruckerei shall be regarded as the manufacturer pursuant to Sec. 950 of the German Civil Code (BGB) and shall retain ownership of the products at all times during processing. If third parties are involved in the revision or processing, Bundesdruckerei shall be limited to co-ownership in the amount of the invoice value of the goods subject to retention of title. The property acquired in this way shall be deemed reserved property.

8. Warranty

- 8.1 Warranty for Deliveries and Services.
- (a) Agreed Characteristics, Guarantee. If the Client is an entrepreneur, only the manufacturer's product description shall be deemed to be agreed upon with regard to the characteristics of the goods. Public statements, promotions or advertising by the manufacturer do not constitute a contractual description of the characteristics of the goods. Bundesdruckerei will not provide the Client with any guarantees in the legal sense. Manufacturer quarantees shall remain unaffected by this.
- (b) Declaration of Readiness for Printing or Production. The risk of any errors shall pass to the Client with the declaration of readiness for printing or production unless the errors in question occurred or were first detectable in the production process following the declaration of readiness for printing or production. The same applies to all other release declarations by the Client.
- **(c) Bundesdruckerei's Right of Choice vis-à-vis Entrepreneurs.** If the Client is an entrepreneur, Bundesdruckerei shall initially provide a warranty for defects in the goods by rectification or replacement, at its discretion.
- (d) Consumer's Right of Choice. If the Client is a consumer, the Client shall initially have the choice of whether subsequent performance is to take the form of rectification or replacement delivery. However, Bundesdruckerei is entitled to refuse the type of subsequent performance chosen if it is only possible at disproportionate cost and the other type of subsequent performance is without significant drawbacks for the consumer.
- (e) Entrepreneur's Obligation to Report Obvious Defects. Entrepreneurs must report obvious defects in a delivery in writing within a period of one week after receipt of the goods; otherwise, the right to assert the warranty claim is excluded. Timely dispatch of the written notice is sufficient to meet the deadline. The entrepreneur shall bear the full burden of proof for all claims, in particular for the defect itself, for the time the defect was discovered and for the timeliness of the notice of defect.

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- (e) Consumer's Obligation to Report Obvious Defects. Consumers must report obvious defects in writing within a period of two months after the time when the non-conformity of the delivery was discovered. The receipt of the notification by Bundesdruckerei is decisive for compliance with the deadline. If the consumer fails to provide this information, the warranty rights shall expire two months after the defect is discovered. This does not apply if the event of fraudulent intent. The burden of proof for the time of discovery of the defect lies with the consumer. If the consumer was persuaded to purchase the goods by inaccurate statements made by the manufacturer, the burden of proof for the purchase decision lies with the consumer.
- **(g) Assertion of Claims for Hidden Defects.** Hidden defects in deliveries that cannot be found after immediate inspection must be claimed within the statutory warranty period.
- **(h) Unsuccessful Rectification.** If rectification is unsuccessful, the Client may, at its discretion, demand discounted remuneration (reduction) or rescission of the contract (withdrawal). However, the Client shall not be entitled to withdraw from the contract due to only a minor breach of contract, in particular due to only minor defects.
- (i) Compensation for Damages in Addition to Other Warranty Claims. If the Client chooses to withdraw from the contract due to a legal or material defect after unsuccessful subsequent performance, it shall not be entitled to any additional claim for damages due to the defect. If the Client chooses compensation for damages after unsuccessful subsequent performance, the goods shall remain with the Client if this is reasonable. Compensation for damages shall be limited to the difference between the purchase price and the value of the defective goods. This does not apply if Bundesdruckerei fraudulently caused the breach of contract.
- **8.2 Special Regulations for Colour Reproductions.** In the case of colour reproductions in all manufacturing processes, minor deviations from the original may not be objected to. The same applies to comparisons between proofs and print runs.
- 8.3 Special Regulations for Material Deviations. Bundesdruckerei shall only be liable to entrepreneurs for deviations in the quality of the material used up to the amount of its own claims against the respective supplier. Bundesdruckerei shall be liable if claims against the supplier do not exist or cannot be enforced due to Bundesdruckerei's own fault.
- **8.4 Special Regulations for Assembly Instructions.** If the Client receives faulty assembly instructions, Bundesdruckerei shall only be obliged to supply correct assembly instructions and only if the deficiency in the assembly instructions prevents proper assembly.
- **8.5 Special Regulations for Deliveries.** Bundesdruckerei shall not be obliged to inspect deliveries (including data carriers) made by the Client or by a third party engaged by the Client.
- **8.6 Special Regulations for Excess or Short Deliveries.** Excess or short deliveries of up to 10% of the ordered quantity may not be objected to. The quantity delivered will be invoiced. The percentage increases to 20% for deliveries of special paper products weighing less than 1000 kg and to 15% for deliveries weighing less than 2000 kg.
- **8.7 Warranty Period.** For entrepreneurs, the warranty period is one year from delivery of the goods or acceptance of the performance. This does not apply if the Client is an entrepreneur and has not reported an obvious defect in good time (section 8.1(e)). For consumers, the warranty period is two years from delivery of the goods.

9. Liability

9.1 Limitations of Liability. In the event of a slightly negligent breach of duty, Bundesdruckerei's liability shall be limited to the foreseeable, contractually typical, direct average damage according to the type of delivery or performance. This also applies to slightly negligent breaches of duty by legal representatives or vicarious agents of Bundesdruckerei. Bundesdruckerei shall not be liable to entrepreneurs due to a slightly negligent breach of insignificant contractual obligations. The above limitations of liability shall not affect the Client's claims arising from

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product liability. Furthermore, the limitations of liability do not apply in the event of physical injury or damage to health attributable to Bundesdruckerei or in the event of the loss of life of the Client or of employees deployed by the Client.

- **9.2 Damage to Products.** If the order involves contract finishing work or further processing of printed products, Bundesdruckerei shall not be liable for any resulting impairment of the product that is to be finished or further processed.
- 9.3 Statute of Limitations. The Client's claims for damages due to a defect shall become time-barred one year after delivery or acceptance of the performance. This does not apply if Bundesdruckerei can be accused of gross culpability, or in the event of physical injury or damage to health attributable to Bundesdruckerei, or in the event of loss of life of the Client or of employees deployed by the Client.
- **9.4 Equality.** Should employees of Bundesdruckerei be disadvantaged or harassed by the Client or its employees within the meaning of the General Equal Treatment Act, the Client shall indemnify Bundesdruckerei against all claims for compensation asserted by employees of Bundesdruckerei against Bundesdruckerei.

10. Copyright

The Client shall be solely liable if rights, in particular copyrights of third parties, are infringed by the execution of the order. The Client shall indemnify Bundesdruckerei against all third-party claims arising from such infringement.

11. Confidentiality

- 11.1 Confidential Treatment. Bundesdruckerei and the Client mutually commit to keeping all business and trade secrets of the other party confidential for an unlimited period of time and to refraining from disclosing them to third parties or exploiting them in any way. The documents, drawings and other information that the other contractual partner receives as a result of the business relationship may only be used by the latter within the scope of the respective contractual purpose.
- 11.2 Attachment of a Mark. The Client is obliged to mark all confidential information as "Confidential".

12. Export Control

- 12.1 Right to Refuse Performance, Termination, Withdrawal. If the delivery or service to be provided by Bundesdruckerei requires a prior export or import licence from a government and/or state authority or if the delivery or service is otherwise restricted or prohibited due to national or international legal regulations, Bundesdruckerei shall be entitled to suspend the performance of its delivery, service or payment obligation until the licence has been granted or the restriction or prohibition has been lifted. If the delivery is dependent on the granting of an export or import licence and this is not granted within a reasonable period of time, Bundesdruckerei shall be entitled to terminate or withdraw from the contract at any time. Bundesdruckerei shall promptly inform the Client of the reasons that prevent it from the delivering or from providing the service. Bundesdruckerei shall not be liable for delays and/or obstructions to the delivery or its provision of services resulting from the reasons listed in this section 12.1 unless Bundesdruckerei has caused these reasons intentionally or through gross negligence. The same shall apply in cases of justified withdrawal or termination pursuant to this section 12.1.
- **12.2 Assurance.** The Client acknowledges that the goods delivered or the services to be provided by Bundesdruckerei may be subject to German, European, Chinese or US export regulations. The Client assures (i) that it will only continue to deliver, transfer, export or use the goods delivered to it or the services provided to it by Bundesdruckerei in compliance with the statutory export and import control provisions applicable to it and (ii) that it will only continue such delivery, transfer, export or use if Bundesdruckerei would be permitted to do so without

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violating the statutory export control provisions applicable to Bundesdruckerei. The Client further assures (iii) that it will not use the goods delivered or the services provided by Bundesdruckerei for a military end-use in a country within the meaning of Article 4 (1) b) of Regulation (EU) No. 2021/821 and (iv) that it will not use the goods delivered or the services provided by Bundesdruckerei outside the EU in connection with goods or technologies whose export from the EU to a third country and/or whose import from a third country into the EU is prohibited or only permitted with official approval. Furthermore, the Client also assures (v) that it will not use the goods delivered or services provided by Bundesdruckerei for terrorist purposes or for activities that may jeopardise the national security or national interests of the People's Republic of China and that it will comply with the statutory end-use restrictions under the export control laws of the People's Republic of China. The Client shall undertake to pass on the obligations under (i) – (v) to its customers.

- 12.3 Exclusion of Contributors. The Client undertakes to ensure that no natural persons, legal entities, organisations or institutions that are listed on a sanctions list of the European Union or the United Nations are involved in the execution of the contract or benefit from it. This shall also apply with regard to persons, organisations or institutions that are included on sanctions lists of other governments, with the exception of such listings that (i) are based on legal acts listed in the Annexes to Regulation (EC) No. 2271/96 and/or (ii) are directed against a state against which neither the United Nations nor the EU nor the Federal Republic of Germany have imposed economic sanctions. The Client further assures that neither it nor any of its shareholders are listed on one of the sanctions lists covered by clauses 1 and 2 of this section 12.3 and that it is not subordinate to or a partner of any person or entity on any such list. If the Client or any of its shareholders or any person or entity that is a partner of the Client is placed on a sanctions list covered by clauses 1 and 2 of this section 12.3 during the term of the Agreement, the Client shall be obliged to notify Bundesdruckerei thereof without delay. In such a case, Bundesdruckerei shall be entitled to terminate the contract without notice or to withdraw from it without the Client being entitled to assert claims arising from this situation.
- 12.4 Client's Obligation to Provide Information, Violation of Export Control Regulations. At Bundesdruckerei's request, the Client must provide Bundesdruckerei with evidence of compliance with the assurances and/or obligations described in Sections 12.2 and 12.3. Any breach of the assurances and/or obligations described in sections 12.2 and 12.3 shall entitle Bundesdruckerei to give notice of extraordinary termination of the contract or to withdraw from it. The Client shall be obliged to indemnify Bundesdruckerei against all related third-party claims for damages. The Client shall be obliged to reimburse Bundesdruckerei for any other expenditures and damages, material or immaterial, particularly including fines or penalties incurred due to non-compliance with the assurances and/or obligations listed in sections 12.2 to 12.4.

13. Miscellaneous

- 13.1 Compliance. Observance of the law (compliance) is the paramount imperative for the Bundesdruckerei Group, which we also expect from our business partners. Consequently, the Bundesdruckerei Group does not tolerate any illegal behaviour or behaviour contrary to rules. The Client declares that its actions are also guided by this standard.
- **13.2 Imprint.** Bundesdruckerei may refer to the Client's company on the contractual products in an appropriate manner with the Client's consent. The Client may only refuse consent if it has an overriding interest in doing so.
- **13.3 Entering the Company Premises.** For security reasons, access to the Bundesdruckerei premises is only permitted on presentation of a valid ID card or passport.
- **13.4 Place of Performance and Jurisdiction.** If the Client is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or has no general place of jurisdiction in Germany, the place of performance and jurisdiction for all disputes arising from the contractual relationship, including proceedings involving cheques, bills of exchange and documents, shall be the domicile of Bundesdruckerei.

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- **13.5 Applicable Law.** The contractual relationship is subject solely to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- **13.6 Ineffective Provisions.** The invalidity of one or more provisions shall not affect the validity of the remaining provisions.

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