

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1. Scope of application

- 1.1 All deliveries, services and offers from Suppliers of Spielkartenfabrik Altenburg GmbH, Leipziger Straße 7, 04600 Altenburg/Thuringia (hereinafter referred to as "Spielkarte") are made exclusively based on these General Terms and Conditions of Purchase (hereinafter referred to as "GTCP"). These are an integral part of all contracts that Spielkarte concludes with its Suppliers. They also apply to all future deliveries, services or offers, even if they are not separately agreed again.
- 1.2 Deviating terms and conditions of the Supplier or other agreements shall only apply if and insofar as they have been recognized by Spielkarte in writing. Reference to a letter from the Supplier that contains or refers to the terms and conditions of the Supplier or a third party does not constitute agreement with the validity of those terms and conditions.

### 2. Conclusion of contract

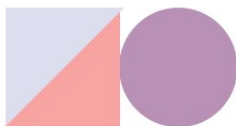
- 2.1 Enquiries and/or requests for quotations from Suppliers must be submitted in text form and are non-binding and free of charge for Spielkarte.
- 2.2 Any orders placed by Spielkarte, including the acceptance of offers, are only legally binding if they are made at least in text form (e.g. fax, e-mail).
- 2.3 Order confirmations from the Supplier that deviate from an order placed by Spielkarte always constitute a new offer and must be accepted separately by Spielkarte in accordance with section 2.2 (text form) for the contract to be valid.
- 2.4 The order may be revoked by Spielkarte without incurring any costs, unless the Supplier's order confirmation is received within three working days [Monday until Saturday] of receipt of the order by the Supplier.
- 2.5 Spielkarte is authorized to withdraw from the contract by written statement stating the reason if ordered products can no longer be used in Spielkarte's business operations due to circumstances occurring after conclusion of the contract for which the Supplier is responsible (e.g. lack of compliance with legal requirements) or can only be used at considerable expense or if the Supplier's financial situation deteriorates after conclusion of the contract to such an extent that delivery in accordance with the contract cannot be expected.

### 3. Terms of the contract

- 3.1 Technical specifications and features of the delivery item listed by Spielkarte during the contract negotiations or during the ordering process, such as service descriptions, shall become part of the contract.
- 3.2 Information contained in safety data sheets, declarations of no objection, specifications, etc. supplied by the Supplier/Contractor and/or to be supplied with the goods are warranted characteristics.

### 4. Delivery

- 4.1 The time of delivery (delivery date or period) stated in the order or otherwise applicable under these GTCP is binding. The delivery period shall commence upon receipt of the order by the Supplier. An electronic declaration of intent in this respect shall be deemed to have been received on the day on which it is available to the Supplier at its electronic address during normal business hours, otherwise on the next business day. The timeliness of the delivery shall be determined by the date of receipt at the place of destination. If the Supplier is in delay of delivery and a reasonable additional period set has expired fruitlessly, Spielkarte is entitled to withdraw from the contract or to demand compensation instead of performance. After expiry of the additional period, Spielkarte is entitled to insist on fulfilment and to claim damages for delay. In the case of fixed deadlines, this applies without a grace period.
- 4.2 The Supplier may only invoke delays due to the absence of necessary documents, data, supplies and the like to be provided by Spielkarte if he has sent a written reminder and has not received them within a



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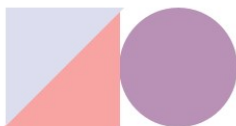
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- reasonable period.
- 4.3 Spielkarte is authorised to demand a contractual penalty from the Supplier in the amount of 1% of the respective net order value of the delivery in question for each working day of delay in delivery, but in total no more than 10% of the respective net order value of the delivery. The right to claim further damages remains reserved. The contractual penalty shall be set off against the damage caused by delay to be compensated by the Supplier. The Supplier reserves the right to prove that Spielkarte has incurred no or only significantly less damage.
  - 4.4 A delivery receipt containing the transaction and order number specified by Spielkarte as well as a precise list of contents and weight shall be handed over with the delivery. Partial deliveries are not permitted unless Spielkarte has expressly agreed to them in advance. If the Supplier is in default with a partial delivery, Spielkarte may withdraw from the entire contract or claim damages instead of the entire performance, considering clause 4.1, if there is no interest in the partial performance.
  - 4.5 The Supplier is obliged to inform Spielkarte immediately about the expected duration of the delay if circumstances occur or become recognisable according to which the delivery time cannot be met.
  - 4.6 The unreserved acceptance of a late delivery by Spielkarte does not constitute a waiver of the claims for compensation due to the late delivery; this applies until full payment of the remuneration for the delivery in question.
  - 4.7 Spielkarte is not obliged to accept deliveries of goods before the expiry of the delivery period/delivery date.
  - 4.8 Deliveries of smaller quantities than requested (short deliveries) are generally prohibited. Spielkarte is authorised to receive 100% of the ordered goods, also regarding quantities and masses. If the Supplier delivers less than ordered, the contract is not fulfilled; Spielkarte may demand subsequent delivery. Deliveries of larger quantities than ordered (excess deliveries) must be agreed between Spielkarte and the Supplier. If no prior agreement is reached, a maximum excess delivery of 1% in relation to the ordered delivery quantity shall apply. Spielkarte has the right to automatically reduce and withhold the invoice amount for quantities exceeding the ordered delivery quantity by 1%.

## 5. Shipping and transfer of risk

- 5.1 The delivery must be made to the specified destination. In any case, the Supplier is obliged to deliver 'free delivery to destination', including all transport, insurance, packaging and other ancillary costs and fees, including customs duties, until delivery to the place of receipt specified by Spielkarte (DDP according to Incoterms 2020). Additional costs due to non-compliance with shipping or packaging regulations as well as for any express transport necessary to meet a delivery date shall be paid by the Supplier.
- 5.2 The delivered goods must be delivered packaged. The packaging must be safe for transport and comply with the transport regulations applicable to the selected mode of transport. All deliveries of goods must be packed and secured in such a way that there is sufficient protection against transport damage, dirt or other external influences. The Supplier must comply with the requirements of the German packaging law (Verpackungsgesetz) as currently amended. The Supplier's obligation to take back packaging is also governed by this. In addition, the Supplier shall also comply with the shipping instructions of Spielkarte and the forwarding agent or carrier.
- 5.3 Packaging and transport pallets must be in perfect condition. Undamaged EURO-pallets will be exchanged when delivered by Spielkarte; no replacement will be provided for damaged pallets.
- 5.4 The SAL item number, item description, SAL order number of Spielkarte as well as the quantity per box and total quantity must be listed in all shipping documents, correspondence and invoices. Shipping documents/delivery papers that are to be attached to each delivery must also contain the following information:
  - Description of the order (date, number, etc.)
  - Description of the delivery receipt (number, date, etc.)
  - Description of the delivery item incl. material/item numbers noted in the order/contract



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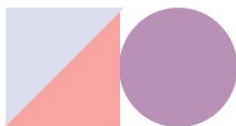
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Outer boxes and pallets of the delivery in question must be labelled with the SAL article number, article description and SAL order number of the Spielkarte as well as the quantity per box and total quantity in compliance with the order.

- 5.5 The conditions of the delivery platform of the Spielkarte must be observed. Outer boxes must be labelled on the outside of the pallet or loaded in such a way that the labels are visible. Otherwise, inadequate labelling may result in delays in the acceptance of goods and even cause production deadlines at Spielkarte to be disrupted. In this case, Spielkarte reserves the right to claim any additional costs incurred from the Supplier.
- 5.6 Spielkarte is allowed to change the time and place of delivery by written announcement with a period of at least five working days before the agreed delivery date. The same applies to changes to product specifications, insofar as these can be implemented within the Supplier's production process without significant additional effort, whereby the notice period shall be at least 10 working days before the agreed delivery date. Spielkarte shall reimburse the Supplier for the proven and reasonable additional costs incurred as a result of the change. If such changes result in delivery delays that cannot be avoided in the Supplier's production and business operations with reasonable efforts, the originally agreed delivery date shall be postponed accordingly. The Supplier shall notify the expected additional costs or delays in delivery in due time before the delivery date.
- 5.7 If, in exception to clause 5.1, delivery 'ex works' (EXW according to Incoterms 2020) has been expressly agreed between the Parties, the Supplier shall ship at the lowest possible cost. Additional costs for an express delivery that becomes necessary to meet an agreed delivery date shall be paid by the Supplier; Spielkarte shall not pay such costs
- 5.8 The risk of accidental loss and accidental deterioration of the goods shall pass to Spielkarte upon handover at the place of fulfilment or upon acceptance of a service, even if shipment has been agreed.

## 6. Prices and terms of payment

- 6.1 The price stated in the order is binding. In the absence of any written agreement to the contrary, the price shall be 'DDP' in accordance with Incoterms 2020 and shall include delivery and transport to the shipping address stated in the contract, including packaging (reference is made to clause 5.1).
- 6.2 If, by way of exception, EXW (Ex Works according to Incoterms 2020) is expressly agreed between the Parties, Spielkarte shall only pay the most favourable freight costs; the Supplier shall in any case cover the costs and risk until handover to the carrier and loading.
- 6.3 Insofar as the price does not include the packaging according to the agreement made and the price for the packaging is not expressly determined, this shall be charged at the proven cost price. At Spielkarte's request, the Supplier shall take back the packaging at his own expense.
- 6.4 Price reductions in the period between ordering and payment of the invoice shall benefit to Spielkarte.
- 6.5 On the day of dispatch, the Supplier shall send Spielkarte a separate invoice stating the transaction and order number specified by Spielkarte as well as a precise list of contents and weight and showing the VAT and the VAT ID number. The issue of an invoice that does not fulfil the requirements or differs from the order shall not set a deadline for claiming any discounts.
- 6.6 Unless otherwise agreed, the purchase price shall be due for payment within 60 calendar days of complete delivery and performance and receipt of a proper invoice by Spielkarte. If Spielkarte makes the payment within 30 calendar days and nothing else has been agreed in writing, the Supplier shall grant a 3% discount on the total amount of the invoice.
- 6.7 In the event of late payment, Spielkarte shall owe default interest in the amount of five percentage points above the respective German bank base rate in accordance with § 247 BGB.
- 6.8 Payments to the Supplier do not imply acceptance or approval regarding the contractual conformity of the service provided by the Supplier.
- 6.9 The Supplier is not authorised to assign its claims from the contractual relationship to third parties without the prior written consent of Spielkarte. This shall not apply insofar as monetary claims pursuant to § 354a HGB (German Commercial Code) are concerned.



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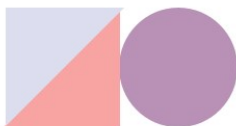
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- 6.10 The Supplier may only offset undisputed or legally established claims of the Supplier against Spielkarte.
- 6.11 The Supplier shall not be entitled to any rights of retention insofar as they are based on counterclaims from other legal transactions with Spielkarte.
- 6.12 In the case of prepayments, Spielkarte is entitled to demand an appropriate guarantee in form of a bank guarantee, at least in the amount of the prepayment.

**7. Guarantee and warranty**

- 7.1 The Supplier shall undertake a quality control of the delivered goods prior to delivery that is suitable in type and scope and complies with the general standards.
- 7.2 In the event of defects, Spielkarte shall be fully entitled to the legally applicable claims. In particular, the Supplier shall be liable in accordance with the statutory regulations for the delivered goods being suitable for the use presupposed under the contract, complying with the latest state of science and technology and the official and statutory regulations. In addition, the Supplier shall be liable for ensuring that the delivered goods have the guaranteed or agreed quality, that they comply with the agreed specifications.
- 7.3 Within the scope of the statutory obligation to inspect and give notice of defects, the following applies: Spielkarte's duty to inspect is limited to defects that are recognisable during the incoming goods inspection during an external inspection and random quality control. If acceptance is agreed, there is no obligation to inspect. Spielkarte's obligation to give notice of defects discovered later remains unaffected. In this respect, the Supplier waives the defence of delayed notification of defects. A notification of defects by Spielkarte shall be deemed to be immediate and timely if it is received by the Supplier within 15 working days. This applies accordingly to hidden defects that are notified within the same period from the time these defects become known to Spielkarte. In the event that the delivery only constitutes a transit transaction for Spielkarte, the deadline shall apply from the date of notification of defects by the Spielkarte's buyer for whom Spielkarte has ordered the goods.
- 7.4 If, due to defects detected during the incoming goods inspection and/or due to the condition of the goods, inspections exceeding the usual scope are required, the additional costs shall be paid by the Supplier.
- 7.5 If the Supplier does not fulfil its obligation to provide subsequent performance, at Spielkarte's discretion by remedying the defect or by delivering defect-free goods (including taking back the defective goods) within a reasonable period set by Spielkarte or if Supplier has finally and unjustifiably refused subsequent performance, Spielkarte shall be entitled to remedy the defect itself or have it remedied by third parties and to demand compensation for the necessary expenses and a reasonable amount in advance from the Supplier.
- 7.6 In the event of a defect, Spielkarte reserves the right to charge the Supplier for the costs incurred in connection with the defect notification.
- 7.7 If subsequent fulfilment by the Supplier has failed or is unreasonable for Spielkarte, e.g. for reasons of endangering operational safety, the imminent occurrence of disproportionate damage or other urgency, no deadline needs to be set. Spielkarte shall inform the Supplier of such circumstances as well as the type and scope of the urgent measures required or taken as soon as possible. In exceptional cases, Spielkarte may require the Supplier to take provisional measures without delay, provided that the effort involved is not grossly disproportionate to the interest in a provisional improvement. This shall not affect the obligation to remedy defects definitively.
- 7.8 If a defect in the delivery items is only discovered after they have been further processed, the Supplier shall pay all costs associated with the replacement or rectification of the defective delivery items.
- 7.9 Expenses that Spielkarte must pay in relation to its customers due to a defective delivery, because they have a claim against Spielkarte for reimbursement of the expenses necessary for the purpose of subsequent performance - in particular transport, travel, labour and material costs - shall be charged to the Supplier.
- 7.10 The nature and quality of all deliveries must fully comply with the agreed specifications and what must be assumed with knowledge of the intended use, but at least with the mandatory statutory requirements - the national and European safety regulations and DIN standards applicable at the time of delivery. The



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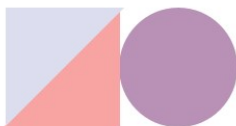
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Supplier warrants that the contractual items are free from defects and fulfil the requirements.

- 7.11 All costs incurred by Spielkarte due to non-compliance of the delivery with statutory and other regulations and standards shall be charged to the Supplier in full.
- 7.12 Upon receipt of the notification of defects in text form by the Supplier, the limitation period for warranty claims shall be suspended until the Supplier rejects the claims or declares the defect to be remedied or otherwise refuses to continue negotiations on the claims. In the event of replacement delivery and rectification of defects, the warranty period for replaced and repaired parts shall begin anew, unless it can be assumed from the behaviour of the Supplier that he did not consider himself obliged to take the measure, but only carried out the replacement delivery or rectification of defects as a gesture of goodwill.
- 7.13 Spielkarte's rights under the statutory provisions, to reduce the purchase price or to withdraw from the contract and to claim damages and reimbursement of expenses, remain unaffected.

### 8. Property rights and confidentiality

- 8.1 In accordance with clause 8.2, the Supplier warrants that the products supplied by it do not infringe any industrial property rights of third parties in countries of the European Union or other countries in which Supplier manufactures the products or has them manufactured.
- 8.2 The Supplier shall be obliged to indemnify Spielkarte against all claims asserted by third parties against Spielkarte due to the infringement of property rights by the Supplier and to reimburse Spielkarte for all necessary expenses in connection with such claims. This shall not apply if the Supplier proves that Supplier is neither responsible for the infringement of property rights nor should have been aware of it at the time of delivery if Supplier had exercised due commercial care. Further claims due to defects of title of the delivered products remain unaffected. In the event of infringements of third-party property rights, the Supplier shall compensate Spielkarte for all damages incurred by Spielkarte because of and in connection with the infringement.
- 8.3 Spielkarte reserves all property rights, technical and industrial property rights and copyrights to all illustrations, drawings, calculations, models and other information or documents which Spielkarte makes available to the Supplier for the fulfilment of the contract.
- 8.4 All illustrations, drawings, calculations, models and other information or documents produced by the Supplier for Spielkarte must be labelled 'for Spielkartenfabrik Altenburg GmbH'. It is hereby agreed between Spielkarte and the Supplier that ownership and all rights of use to all illustrations, drawings, calculations, models and other information or documents labelled in this way shall be transferred to Spielkarte and that the Supplier shall transfer ownership of the illustrations, drawings, calculations, models and other information or documents as custodian. All illustrations, drawings, etc. provided by Spielkarte are to be used exclusively for production based on Spielkarte's order and are to be returned to Spielkarte on request at any time and without delay, together with all copies or reproductions, including in electronic and/or digital form, such as data carriers and CD-ROM data storage devices. After completion of the order, these are to be returned to Spielkarte on request.
- 8.5 All illustrations, drawings, calculations, models and other information or documents must be treated as strictly confidential and kept secret from third parties, unless they are disclosed with the express written consent of Spielkarte.
- 8.6 The above provisions shall apply accordingly to substances and materials as well as to tools, templates, samples and other items that Spielkarte provides to the Supplier. Such items shall - if they are not processed - be stored separately at the Supplier's expense and insured to an appropriate extent against destruction and loss. Any processing, mixing or combination of items provided by the Supplier shall be carried out on Spielkarte's behalf. In the event of further processing of the delivered item by Spielkarte, Spielkarte shall be deemed the manufacturer and shall acquire ownership of the product in accordance with the statutory provisions.
- 8.7 The confidentiality obligations under these GTCP shall remain in force for a period of five years after termination of this contract; further statutory claims shall remain unaffected.
- 8.8 Third parties may only be informed by the Supplier of the business relationship existing with Spielkarte



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with the express written consent of Spielkarte.

- 8.9 Both Parties undertake to keep secret all information from the other party that is not in the public domain and that becomes known to them through the business relationship and not to use it for their own purposes or the purposes of third parties.
- 8.10 The Supplier undertakes to observe the secrecy of telecommunications, the provisions of data protection, and particularly the protection of personal data. If the Supplier processes personal data on behalf of Spielkarte, the Supplier undertakes to conclude a data processing agreement with Spielkarte in accordance with the current template.
- 8.11 The Supplier undertakes to expressly and demonstrably inform the employees, vicarious agents and subcontractors employed by it that Spielkarte may collect and process the following personal data about them for the purpose of ensuring compliance with statutory regulations and legitimate business interests: Title, surname, first name, date of birth, address, postcode, city, country. For employees, vicarious agents and subcontractors who are deployed and who require a work permit or residence permit to work for the Supplier in Germany in accordance with applicable German or European law, the following information may also be collected: Period of validity of the work permit and/or residence permit, restriction of weekly working hours according to work permit, restriction of work location according to work permit, restriction of activity/function according to work permit.

### 9. Property protection

- 9.1 The transfer of ownership of the goods to Spielkarte shall be unconditional and without regard to the payment of the corresponding remuneration. Spielkarte remains authorised to resell the goods in the ordinary course of business even before payment of the corresponding remuneration, assigning the resulting claim in advance.
- 9.2 The Supplier's retention of ownership shall only apply insofar as it relates to payment obligations for the respective products to which the Supplier retains ownership. Extended or prolonged reservations of ownership by the Supplier are not permitted.

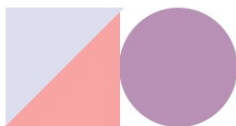
### 10. Liability for products

- 10.1 The Supplier shall be responsible for all claims asserted by third parties for personal injury or property damage attributable to a defective product supplied by Supplier and shall indemnify Spielkarte against claims by third parties in this respect.
- 10.2 As part of its indemnification obligation, the Supplier shall reimburse any expenses arising from or in connection with a product recall carried out by Spielkarte due to a defect in a product delivered by the Supplier. Spielkarte shall inform the Supplier of the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to comment. Further legal claims remain unaffected.
- 10.3 The Supplier is obliged to take out product liability insurance with sufficient cover at his own expense. The Supplier shall provide Spielkarte with a copy of the liability policy on request.

### 11. Termination of contract

Spielkarte is authorised to terminate the contract with the Supplier with immediate effect for good cause. Good cause for Spielkarte would be assumed but is not limited to the following cases:

- Discontinuation of the Supplier's business activities,
- Suspension of payments or insolvency on the part of the Supplier,
- Initiation of insolvency proceedings against the Supplier's assets or refusal to initiate insolvency proceedings due to lack of assets, or
- Repeated (at least three times in a period of six months) incomplete, unpunctual or defective delivery by the Supplier and prior warning.



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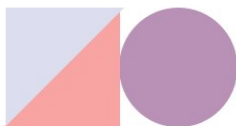
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**GENERAL TERMS AND CONDITIONS OF PURCHASE****12. Concluding provisions, jurisdiction**

- 12.1 Unless otherwise stated in the order, the delivery address specified by Spielkarte is also the place of fulfilment.
- 12.2 These GTCP and all legal relationships between the supplier and Spielkarte shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 12.3 Additional verbal agreements and amendments or additions to a contract must be made in writing according to § 126 BGB (German Civil Code) to be valid. This shall also apply to any agreement to deviate from this formal requirement or to cancel it.  
If the Supplier is a commercial entity within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, or if Supplier has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between the Supplier and Spielkarte shall be Altenburg or the registered office of the Supplier, at the discretion of Spielkarte. In these cases, however, Altenburg shall be the exclusive place of jurisdiction for legal action against Spielkarte. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this provision.
- 12.4 Should any provision of these GTCP be or become void or invalid in whole or in part, this shall not affect the validity and enforceability of the remaining provisions.
- 12.5 **The German version of this GTCP shall be binding and takes precedence in the event of a dispute. The English version is for information purposes only and is not legally binding.**

August 2024



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