

General Terms and Conditions of Sale, Delivery and Payment of MGA Zapf Creation GmbH

Status: August 2025

(The binding versions in German, English and Czech language of the General Terms and Conditions of Sale, Delivery and Payment and the Code of Conduct can be viewed at the following link: <https://www.zapf-creation.com/legal>)

I. General Information and Scope of Application

- All our deliveries, services and offers are subject to the following **General Terms and Conditions of Sale, Delivery and Payment**. They form an integral part of all agreements concluded with our contractual partners (hereinafter: "Clients") for the deliveries and services we offer. The **General Terms and Conditions of Sale, Delivery and Payment** shall also apply to all future deliveries, services and offers to the Client, even if not agreed on separately in each case. The present **General Terms and Conditions of Sale, Delivery and Payment** shall apply only if the Client is an entrepreneur (Sec. 14 BGB (German Civil Code)).
- Our **General Terms and Conditions of Sale, Delivery and Payment** shall apply exclusively. The Client's general terms and conditions that differ from, conflict with, or supplement our General Terms and Conditions of Sale, Delivery and Payment shall become an integral part of the agreement only insofar as we expressly consent to their application. Such approval requirement shall apply in any event, for example even in those cases where we make an unconditional delivery to the Client while aware of the Client's general terms and conditions.
- Possible third-party property rights and our property rights must be observed when using the goods supplied.

II. Contract Formation

- Our offers are non-binding and subject to change. An order placed by the Client shall be considered a binding offer of contract. We shall be entitled to accept an order placed by our Client within fourteen days from receipt of the order. Acceptance can be declared either in writing (e.g. in form of an order confirmation) or by delivery of the goods to the Client, in which case the delivery note or invoice shall be deemed to be the order confirmation. Delivery of our goods shall be subject to the conditions set forth in the order confirmation.
- In order to be effective, any changes or amendments to the agreements reached, including to the present **General Terms and Conditions of Sale, Delivery and Payment**, shall be signed by the Board, by an authorized officer together with a board member or by an authorized signatory together with an authorized officer or board member. Other employees shall not be entitled to enter into any oral agreements that differ from the present General Terms and Conditions of Sale, Delivery and Payment.

III. Delivery and Shipping

- All deliveries shall be ex works. At the Client's request and cost, goods shall be shipped to a different destination (sale by delivery to a place other than the place of performance). The mode of shipment and packing shall be subject to our dutiful discretion. We will strive, however, to take into account the Client's wishes and interests regarding the mode of shipment and packaging; any extra costs caused thereby – also in case of a possibly agreed CPT shipment – shall be borne by the Client.
- We shall be entitled to make partial deliveries if (i) the partial delivery can be used by the Client within the scope of the contractually intended purpose, (ii) delivery of the remaining ordered goods is ensured and (iii) the Client does not incur any considerable extra or additional costs as a result thereof (unless we agree to bear such costs).
- The risk of accidental loss or accidental deterioration of the delivery item shall pass to the Client at the time of delivery, at the latest. However, if the goods are shipped to the Client at their request, the risk of accidental loss and accidental deterioration of the delivery item and the risk of delay shall pass to the Client already at the time when the delivery item is handed over to the shipper, carrier or other third party entrusted with shipment (with the commencement of the loading process being decisive). This shall also apply in case of partial deliveries or if we have also taken on other services (e.g. cost of shipment or installation). If shipment or delivery is delayed for reasons within the control of the Client, the risk shall pass to the Client as of the day on which the delivery item is ready for shipping and we have notified the Client thereof. Otherwise, the transfer of risk is governed by the agreed Incoterms 2020.
- In the case of a free delivery, we shall insure the goods at our own cost and bear the cost of transportation. The Client shall be obligated to inform the delivering carrier or forwarder about visible damages or deficiencies at the time of delivery who shall provide us with confirmation showing the damages or deficiencies. Damages or deficiencies that are not clearly visible shall be notified to us and to the delivering carrier or forwarder within seven days as of delivery.
- If the Client is in default of acceptance or should the Client culpably breach other cooperation obligations, we shall be entitled to demand compensation for the damages suffered, including for any extra expenses incurred, as a result thereof. We reserve the right to make further claims.
- Our delivery obligation shall be suspended as long as the Client is in default of payment.
- If unit load devices provided by us (e.g. pallets), which have been agreed to be returned, are returned late (i.e. if the common loading time is exceeded), we reserve the right, in any event, to charge the Client for any costs and rental fees that we have incurred as a result thereof.
- The delivery deadline shall be agreed individually or specified by us at the time of acceptance of an order. A delay in delivery in our part shall be determined by statutory provisions. A written reminder by the Client shall be required in any such case.

IV. Force majeure

- Cases of force majeure – such as war, civil war, export restrictions or trade restrictions due to a change in the political situation as well as strike, lock-out, business disruption and similar events that make it impossible or unacceptable for us to perform the contract, i.e. circumstances and incidents that cannot be prevented despite applying due care and diligence of proper business management – shall suspend the parties' contractual obligations for the duration of such disruption and the extent of their effect. This shall, in particular, suspend the confirmed delivery deadlines.
- Should the resulting delays exceed a period of 6 weeks, both contractual parties shall be entitled to rescind the affected portion of the Agreement. Any consideration already paid by the Client shall be promptly refunded. There shall be no other claims. This shall also apply if and insofar as our subcontractors are affected by force majeure resulting in delays in delivery.

V. Charging and Prices

- Unless otherwise agreed in writing in the individual case, our ex warehouse prices effective at the time of delivery shall apply, plus the statutory VAT.
- In case of a sale by delivery to a place other than the place of performance, the Client shall bear the ex warehouse cost of transportation and the cost of any cargo insurance possibly requested by the Client. Any customs duties, fees, taxes and other public charges shall be borne by the Client.

VI. Payment

- Our invoices shall be issued on the day of delivery or provision of the goods. Payment shall be made within the payment period indicated on the order confirmation or invoice. If no such payment period is provided on the order confirmation or invoice, the purchase price shall be payable within 14 days of invoicing.
- If the Client fails to pay on the due date, we shall charge interest in the amount of nine percentage points above the respective base rate (Sec. 288 para. 2 BGB) and reserve the right to claim further damages.
- Should we become aware of circumstances after contract conclusion that may considerably reduce the Client's creditworthiness and compromise payment of our outstanding claims by the Client under the respective contractual relationship (including under other individual orders that are based on the same framework agreement), we shall be entitled to demand a provision of security or advance payments on still outstanding deliveries and accelerate all claims under the business relationship; this shall apply notwithstanding our other rights.
- Unless otherwise agreed, payments shall be made in cash, by check, by bank transfer, by giro transfer or by post office giro transfer. Payments made by bill of exchange or check shall not be considered cash payments.

VII. Warranty

- Unless otherwise provided hereinafter, the Client's rights for material defects or defects of title (including incorrect or short delivery and faulty assembly instructions) shall be governed by the statutory provisions. In case of final delivery of the goods to a consumer, the special statutory provisions shall remain unaffected in any event (supplier recourse pursuant to Secs. 445a, 445b BGB). Recourse claims under Secs. 445a, 445b BGB shall apply only within the scope of legal provisions, but not to goodwill regulations that have not been agreed with us. Incidentally, they require compliance with own obligations that apply to the party entitled to recourse, in particular compliance with the obligation to notify defects.
- The basis of our liability for defects shall be, in particular, the agreements as to the quality of the goods. The agreements as to the quality of the goods shall be the product descriptions identified as such that are provided to the Client prior to order placement or included in the Agreement like the present **General Terms and Conditions of Sale, Delivery and Payment**. Changes to the design of our products in terms of make, color and execution shall not entitle the Client to make a complaint but are at our discretion depending on the availability of the respective design.
- Client claims for defects require for the Client to have complied with its statutory examination and notification obligations (Secs. 377, 381 HGB (German Commercial Code)). If a defect is detected during inspection or later, we shall be promptly notified in writing. The type and extent of the alleged defect must be stated in the notification. In case of apparent or other defects that would have been visible during a prompt, diligent inspection, such notification is deemed to have been made promptly if made within two weeks as of delivery. Timely mailing of the notification shall suffice to comply with the deadline requirement. In case of other defects, such notification is deemed to have been made promptly if made within two weeks as of the moment when the defect became visible. Here, too, timely mailing of the notification shall suffice to comply with the deadline requirement. If the Client fails to inspect the goods, and/or notify a defect, properly, our liability for such non-notified defect shall be excluded.
- If so requested by us, all rejected delivery items shall be returned CPT. In case of justified objections, we shall refund the costs of the most cost-efficient dispatch route. This shall not apply if the costs increase because the delivery item is located at a location other than the location of intended use.
- In case of material defects to the delivered items, we will be obligated and entitled, at our own choice, to first repair or replace the item, which choice must be made within a reasonable period of time. The Client must give us reasonable time and opportunity to make such choice. In case of failure - i.e. impossibility, unreasonableness, refusal or unreasonable delay of repair or replacement - the Client may rescind the Agreement or reduce the purchase price appropriately.
- Even in case of defects, Client claims for damages or compensation of wasted expenses shall apply only in accordance with section VIII. and shall be otherwise excluded.
- The statute of limitations for warranty claims shall be 12 months as of delivery. This period shall not apply to Client claims for damages that are based on personal injury, bodily harm or damage to health or on intentional or grossly negligent breaches of duty by us or by our assistants, which shall expire in accordance with statutory provisions.
- The Client shall promptly inform us about any warranty claims made by consumers.

VIII. Compensation for Damages

- In case of intent or gross negligence on our part or on the part of our representatives or assistants, we shall be liable in accordance with statutory regulations.
- In case of a simple negligence breach of material contractual obligations (an obligation whose fulfillment is essential to the proper execution of the contract and on whose compliance the contractual partner will and may regularly rely on), our liability for damages shall be limited to foreseeable typical damages.
- Liability based on culpable personal injury, bodily harm or damage to health, in the event of an assumed guarantee, fraudulent concealment of a defect and liability under the Product Liability Act shall remain unaffected.

IX. Retention of Title

- We reserve ownership of the goods sold until full payment of all our present and future claims from the ongoing business relationship with the Client. The Client shall be obligated to treat the sold goods with care.
- The retention of title shall also extend to the full value of the products generated by processing, mixing or combining our goods, wherein we shall be considered the manufacturer of such products. If our goods are processed, mixed or combined with third-party goods and such third party has a valid right of ownership over the products, we shall acquire co-ownership proportional to the invoice value of the processed, mixed or combined goods.
- The Client shall be entitled to resell the goods that are subject to a retention of title in its ordinary course of business. However, in that case the Client shall assign to us already now all of its claims from such resale, regardless of whether such resale was made before or after a possible processing of the goods that are subject to a retention of title. Notwithstanding our right to collect the claim ourselves, the Client shall remain entitled to collect such claim even after assignment. In this context, we shall undertake to not collect the claim if and insofar as the Client complies with its payment obligations, no petition for insolvency or similar proceedings has been filed and payments are not suspended. If this is the case, however, we can demand that the Client informs us of the assigned claims and their debtors, provides all the information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In addition, we are entitled in this case to revoke the Client's authorisation to resell and process the goods subject to retention of title.
- The goods and the claims superseding such goods must be neither pledged to third parties nor assigned before our claims from the business relationships with the Client are paid in full. Unless the purchase price has been paid in full, the Client must promptly inform us in writing if the goods are encumbered with third-party rights or exposed to other third-party interference.
- If the Client breaches the contract, in particular if the Client fails to pay the due purchase price, we are entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the surrender of the goods on the basis of the reservation of title. The demand for surrender does not at the same time include the declaration of withdrawal; rather, we are entitled to demand only the surrender of the goods and to reserve the right of withdrawal.
- Should the value of the securities exceed our claims by more than 10 %, we shall at the Client's request release securities of our own choice.
- For deliveries to countries in which the legal system does not have the same security effect as in Germany, the Client will take all measures and make all declarations (e.g. registration, publication) to immediately provide us with the appropriate security interests.
- If the retention of title is not effective against third parties in the country of delivery under local law (e.g. due to lack of the required form), we agree with the Client - for the purpose of securing our claims in accordance with Art. IX. para. 1 that upon the Client taking possession of the delivered goods, ownership of the goods shall be transferred to us by way of security in lieu of the retention of title (fiduciary transfer of title) until all our current and future claims arising from the current business relationship with the Client have been paid in full. Article IX, paragraph 1, second sentence, and paragraphs 2 to 6 shall apply accordingly.
- The Client is obliged to store the goods subject to retention of title or transfer of ownership by way of security separately in its warehouse (or its premises) and to label them clearly as such by indicating the existence of the retention of title or transfer by way of security in our favour.

X. Assignment of Claims

We reserve the right to assign all of our claims resulting from the business relationship to third parties, at any time.

XI. Set-off and Right of Retention

- Our claims may only be set off against claims that are undisputed or established as final.
- The Client may exercise a right of retention only insofar as its counterclaim is based on the same contractual relationship and if the claim is undisputed or established as final. In the event of defective delivery, the Client shall, however, be entitled to withhold a reasonable share of the purchase price in proportion to the defect.

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XIII. Data Privacy

Information on data protection and the rights to which you are entitled as a data subject can be found in our transparency and information obligations for Clients and suppliers. They are available at: <https://www.zapf-creation.com/en/transparency-and-information-obligations>

XIV. Applicable Law, Place of Performance and Place of Jurisdiction

1. **Applicable law:** The present General Terms and Conditions of Sale, Delivery and Payment and the contractual relationship between our company and the Client shall be governed by the laws of the Federal Republic of Germany to the exclusion of its conflict of laws principles and to the exclusion of the United Convention on Contracts for the International Sale of Goods (CISG).
2. **Place of performance; place of jurisdiction:** The place of performance for all deliveries, payments and subsequent performance (if any) shall be Coburg, Germany. If the Client is a businessman in terms of the German Commercial Code, the exclusive place of jurisdiction for any and all disputes arising directly or indirectly under the business relationship between our company and the Client shall be Coburg, Germany.
3. **Arbitration clause.** Notwithstanding Section XIV.2, we are entitled to finally settle all disputes with contractual partners based outside the EU under the rules of arbitration of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. This applies to all disputes arising out of or in connection with the contractual relationship or its validity. The court of arbitration consists of a single arbitrator. The place of arbitration is Coburg. The language of the proceedings is English. The law applicable to the matter is determined in accordance with XIV.1

XX. Final Provisions

1. Should any of the provisions be or become legally ineffective, this shall not affect the validity of the remaining provisions of the present **General Terms and Conditions of Sale, Delivery and Payment**.
2. We reserve the right to use automated or AI-supported systems as part of the provision of services, in particular in the area of text creation, design or development. The final results are always checked by qualified personnel. Personal data will only be processed if this is permitted by data protection law.
3. **Our French EPR registration number is FR410079_05PVHV.**

XII. Code of Conduct

The Client shall undertake to comply with our Code of Conduct in its version as applicable from time to time which can be viewed at the following link: <https://www.zapf-creation.com/legal> (its non-binding translation can be viewed at the same link). The Client shall further undertake to pass on the Code of Conduct to its contractual partners and to use its best efforts to encourage its contractual partners to comply with the principles and requirements of our Code of Conduct.