

General Terms and Conditions of Business:**Delivery of services****1. Scope of application**

a) Our deliveries, services and offers shall be effected exclusively on the basis of these Terms and Conditions of Business. This shall consequently also apply to all business relationships, even if they are not expressly agreed again. Counterconfirmations of the customer and the reference to its term and conditions of business or purchase shall be herewith opposed.

b) Differing, conflicting or supplementary general terms and conditions of business shall not, even upon knowledge thereof, become part of the contract, unless their application is expressly agreed to in writing.

c) Consumers within the meaning of these Terms and Conditions of Business are natural persons with whom a business relationship is entered into without the latter having an attributable commercial or self-employed occupation.

d) Entrepreneurs within the meaning of these Terms and Conditions of Business are natural or judicial persons or partnerships with legal personality with whom a business relationship is entered into who act in the discharge of a commercial or self-employed occupation.

e) Customers within the meaning of these Terms and Conditions of Business are both consumers and entrepreneurs.

2. Offer and scope of performance

a) In the case of all our deliveries and performances the customer is obliged to check them immediately for the accuracy of the technical conception and their applicability prior to any further use. Defects must be notified to us immediately. If we furnish our service on a data carrier, we shall supply an original printout with the data carrier. We are liable exclusively for the subject of this original printout, although in this respect according to the terms and conditions of this contract. The customer shall expressly undertake to check the data material on the data carrier independently for defects prior to use and to check the latter for completeness of illustrations, completeness of texts and compatibility of the predefined type faces and type sizes before carrying out a print job.

b) Our offers are subject to change and non-binding. The right to carry out technical modifications or modifications in form, colour and/or weight shall be reserved within reason. Additions, modifications and subsidiary agreements must be in writing in order to be legally valid.

c) Our written order confirmation shall apply to the scope of the performance. For printing services we normally supply the prescribed print run. The customer is obliged to acknowledge and pay up to 10% of a surplus or deficient result of the ordered print run. In addition, the percentage of the surplus or deficient delivery shall increase by its tolerance rates if the paper has been purchased by the customer due to the terms of delivery of the trade associations for paper manufacture.

d) Should we default on a delivery or performance or should it become impossible for us to meet our performance obligation, whether on a permanent or temporary basis, the customer shall be entitled to withdraw from the performance contract with respect to the performance we have defaulted on or which has become impossible after having set us a reasonable additional period of time to no avail, which has to be at least one month if the performance date is exceeded, and we are not responsible or in the case of temporary impossibility. Other claims of the customer due to the performance date being exceeded or other performance default or impossibility, no matter whether we are responsible for them or not, shall not apply. Supplementary agreements or modifications are subject to written confirmation by us.

e) The risk of accidental loss or accidental impairment shall be transferred to the entrepreneur upon delivery and, in the case of sale to destination according to buyer's instructions, as soon as the consignment has been handed over to the person performing

the transportation or has left our warehouse for the purposes of shipment. If transportation is impossible without our being at fault, the risk shall be transferred to the entrepreneur upon notification of readiness for shipment. Upon notification of readiness for shipment an agreed performance time limit shall also be observed. If the buyer is a consumer, the risk of accidental loss or accidental impairment of the sold item, also in the case of sale to destination according to buyer's instructions, shall not be transferred to the buyer until the item has been handed over. It is equivalent to delivery if the customer defaults on acceptance.

f) Performance periods shall be extended appropriately for measures within the context of industrial disputes, in particular strikes and lockouts or if unforeseen impediments arise that are outside the control of the performing party, insofar as such impediments provably have a considerable influence on the completion or delivery of the object of performance. This shall also apply if the circumstances occur at subcontractors' premises.

g) If our performance includes a delivery with an item, we are entitled to insure the latter for transport at the customer's expense without this influencing the transfer of risk.

h) Our prices apply ex our production plant. Unless otherwise stated, they do not include packaging, freight, postage, insurance or other delivery expenses.

i) Belated modifications at the instigation of the customer, including the production downtime caused thereby, shall be charged to the customer. Sketches, drafts, specimen type matter, specimen prints, samples or similar preparatory work that is occasioned by the customer shall be invoiced, even if the order is not placed.

3. Prices, payments and advances

a) The prices, insofar as contracts with entrepreneurs are concerned and in the absence of a special agreement, are subject to VAT at the respective statutory rate.

b) If the performance furnished by us to the entrepreneur includes the granting of copyright licences, this service shall be fairly and reasonably included in our prices. Should it transpire at a later date that the originator may demand a higher fee than we have calculated, we shall be entitled to recalculate the price charged to entrepreneurs. This claim shall only become statute-barred three months after the date on which the originator's claim becomes statute-barred.

c) We are entitled, as regards all performances of third parties to be furnished within the scope of our order, to demand advances or invoiceable prepayments or security in the form of absolute guarantees. Advances, prepayments and guarantees shall be furnished within one week after the invoice date. If advances, prepayments or security are agreed, we are entitled and required not to place or to temporarily suspend our orders with third parties prior to receipt of the payment or security without separate notification to the customer therefore being required. Our performance periods and dates shall be extended accordingly until payment due to the suspension.

d) For larger orders prepayments or instalments according to the work furnished must be paid. For the completion of large paper or cardboard quantities or special materials by us we are entitled to demand immediate payment thereof.

e) Unless otherwise agreed, payment must be effected freely in cash to our paying office without any discount within 8 days after receipt of the invoice. After expiry of this time period, the customer defaults, if an entrepreneur is involved, without a further reminder being required. From the time of default the consumer shall pay interest at a rate of 5% per annum above the respective basic interest rate. During the time of default the entrepreneur shall pay interest on the money debt amounting to 8% per annum above the basic interest rate. The right to assert further damage caused by default is reserved.

f) Payment shall be deemed effected if we can dispose of the amount, in the case of cheques and bills of exchange upon discharge. The customer only has a right of set-off or counterclaim if its counterclaims have been finally established in law or recognised by

us. A right of retention may only be exercised if the counterclaim is based on the same contractual relationship. If the customer does not meet its payment obligations, in particular, if a cheque is not cashed or a payment is stopped or if circumstances come to our knowledge that call the customer's creditworthiness into question, we are entitled to call due the residual debt or, if necessary, to also demand prepayments or the furnishing of security.

g) If a significant deterioration in the customer's financial circumstances becomes known, we are entitled to demand prepayments for the total anticipated claims for compensation. They are due for payment immediately. If the customer defaults on its obligations, in particular with regard to payment or furnishing security, we are entitled to suspend any performance and to exercise a right of retention or a different right that prevents the utilisation of our performance on all performances that have been prepared for the customer but not yet delivered.

4. Warranty and liability

a) If the buyer is an entrepreneur, we shall first furnish a warranty against defects at our discretion by either remedying the defect or delivering an item which is free of defects, for which we must be set a reasonable time period that may not be less than the performance period of the contract.

b) If the buyer is a consumer, it has first the choice whether the subsequent performance is to be effected by remedying the defect or delivering an item which is free of defects. We are however entitled to refuse the type of chosen subsequent performance if it is only possible at disproportionate expense and the other type of subsequent performance will not be significantly detrimental to the consumer. We must be set a reasonable period of time for the subsequent performance that may not be less than the performance period of the contract.

c) If the subsequent performance fails, the customer may generally at its discretion demand a lowering of the fee (reduction) or termination of the contract (withdrawal). In the case of just a minor breach of contract, particularly in the case of just minor defects, the customer is not however entitled to withdraw.

d) Entrepreneurs must notify us of any obvious defects within a period of two weeks from receipt of the goods; otherwise the assertion of warranty claims is excluded. Adherence to the notice period is dependent upon our receipt of the declaration.

e) Consumers must notify us of obvious defects in writing within a period of two months after then time when the contract-breaching state of the item was ascertained. Adherence to the notice period is also dependent upon when the declaration is received. Should the consumer fail to notify us, its warranty rights shall expire two months after its ascertainment of the defect. This does not apply to instances of fraud on the part of the seller. The onus is on the consumer to prove when the defect was ascertained.

f) Should the customer choose to withdraw from the contract due to a defect after a failed subsequent performance, it is also not entitled to any compensation claim owing to the defect.

g) Should the customer choose compensation after a failed subsequent performance, the goods shall stay with the customer, if this can reasonably be expected of it. The compensation shall be restricted to the difference between the purchase price and the value of the defective item. This does not apply in the event of instances of fraud on our part.

h) No liability shall be accepted for damage arising from unsuitable or improper use of our performance or incorrect implementation of our proposals. The customer shall completely check our performance in detail prior to any further use. We shall not accept liability for damage arising from the further use of our defectcontaining performance. Minor deviations from the original do not constitute grounds for complaint in the case of reproductions in all printing processes. The same applies to the comparison between sample printouts and the print run. If the customer nevertheless demands new sample prints in this case, these are deemed an author's correction and are billed separately.

i) If we send our performance and/or goods to third parties at the customer's request, this shall occur, including preparation of the shipment, to the exclusion of any liability, unless we act with intent or gross negligence. The customer shall ensure that third parties accept the obligations incumbent upon the customer regarding inspection. This applies in particular to checking for an incorrect delivery.

j) Compensation claims arising from breaches of duty, in particular from impossibility of performance, from positive breach of an obligation, from negligence upon contract formation or from inadmissible acts, are excluded both against us and against all our employees and/or vicarious agents unless intentional or grossly negligent acts have taken place or essential contractual obligations have been negligently infringed. Insofar as liability thereby exists, we shall only be liable to entrepreneurs up to the size of the typical, foreseeable damage. This shall also especially apply to consequential damage.

k) For entrepreneurs the warranty period shall be one year and for consumers two years from delivery of the goods. This does not apply if the customer did not notify us of the defect in time (Point d) and/or e)).

l) Deviations in the quality of the paper, cardboard or other material purchased by us may not be subjected to complaint insofar as they are declared admissible in the terms and conditions of delivery of the paper industry or the other relevant supply industry that are available to the client on request or insofar as they are based on differences between the proof and the print run caused by printing technology. We shall only be liable for light-fastness, variability or deviations of colours or bronzes or for the quality of rubber coating, lacquer coating, impregnation, etc. insofar as defects of materials were recognisable by means of a proper inspection prior to their use. If the customer supplies us with material of whatever kind, this shall be effected carriage free. Our acknowledgement of receipt shall be effected without accepting liability for the accuracy of the quantity specified as delivered. In the case of larger quantities, the costs associated with counting or the weight-related inspection as well as storage charges shall be refunded. If paper and cardboard is supplied by the customer, the packaging material and the rubbed caused by unavoidable waste for makingready printing processes and photo printing or trimming, punching and the like shall remain our property.

5. Retention of title

a) We shall reserve the title to the object of performance until all payments from the performance contract have been received. The customer may neither pledge the object of performance nor transfer ownership for security. It must notify us immediately if the goods have been seized or confiscated or been otherwise disposed of by a third party or if they have been damaged or destroyed.

b) In the event of behaviour by the customer that violates the contract, particularly with respect to default in payment, we shall be entitled to take back the goods after a warning and the buyer obliged to surrender possession. The assertion of the retention of title and the seizure of the object of delivery by us shall not be deemed withdrawal from the contract.

6. Information and provision of advice

Information concerning processing and application possibilities for the goods supplied by us, technical advice and other particulars shall be effected to the best of our knowledge, yet on a non-binding basis and to the exclusion of any liability. The particulars shall apply to services that we furnish in the advertising field; we are not lawyers and are not liable to damage suffered by our customer because the industrial property rights of third parties are infringed or a piece of advertising is inadmissible due to an infringement of the law against unfair competition. Our verbal and written advice as well as the provision of personnel do not release our customer from an autonomous check for eligibility with respect to the intended purposes and the risk of infringing any industrial property rights of third parties.

7. Industrial property rights

a) The customer shall undertake to only use our performance in a contractual context. In particular, it shall not use our ideas or proposals, drafts or models, whether communicated for free or at a charge, either itself or through third parties, without our express written consent. In doing so, it is immaterial whether our performance is subject to legal protection, e.g. through the copyright law or other laws. For each case of negligent infringement we shall be due lump-sum compensation of EUR 5,000.00. The customer may prove that the damage was lower. We are entitled to prove and assert a higher level of damage.

b) We shall expressly reserve all existing industrial property rights to our performances. The transfer of industrial property rights to the customer shall be subject to an express written additional agreement. The customer shall pay an appropriate licence and penalty licence and/or contractual penalty, whose size we shall initially ascertain at our reasonable discretion and which shall be reviewed in the event of a dispute by the regional court at the place of our company's registered office, for each case of illegal use of our industrial property rights, although it shall on no account be less than EUR 3,000.00.

c) The customer shall be solely liable if rights, in particular copyrights of third parties, are infringed by the execution of an order. The customer shall release us from all claims by third parties arising from such an offence. This provision shall apply with the proviso that the breach of an industrial property right was not committed with intent or gross negligence.

d) We shall reserve the right to affix our corporate text, our logo or our company registration number to all types of deliveries in accordance with the appropriate practice or regulations and the given space.

8. Safe custody, storage

a) Documents, materials and other items surrendered by the customer shall only be kept in safe custody by express agreement without accepting a storage risk. In the absence of an agreement, any liability on our part for the customer's property shall cease to apply at the latest four weeks after delivery.

b) Originals belonging to our performance shall remain our property and may be destroyed without further inspection six months after performance.

9. Applicable law, legal venue and separability

a) The law of the Federal Republic of Germany shall apply to these Terms and Conditions of Business and the entire legal relationships between us and the customer; the provisions of the UN Sales Convention (CISG) shall not apply.

b) Modifications and amendments to this agreement must be in writing; this also applies to this written form clause.

c) The legal venue and place of performance is the location of our company's registered office insofar as our customer is a businessman. Furthermore, the location of our company's registered office is also the legal venue in cases where the customer moves its legal venue from the scope of application of the Code of Civil Procedure (ZPO) after formation of the contract or its domicile or place of habitual residence is not known at the time of the commencement of an action. Irrespective thereof we are in each case entitled to commence an action against our customer at a different legal venue.

d) Should any provision of this contract be invalid or void, this shall not lead to the invalidity or nullity of the contract as a whole. A valid provision shall then be defined that comes closest to the commercial intention. An unwanted gap in the contract shall also be filled.

General Terms and Conditions of Business:**Purchase of Services****1. Scope of application**

a) These Terms and Conditions of Business shall apply to all deliveries and services to us and/or our clients. These therefore also apply to all business relationships, even if they are not expressly agreed again. Counter-confirmations of the supplier and the reference to its term and conditions of business or delivery shall be herewith opposed.

b) Differing, conflicting or supplementary General Terms and Conditions of Business shall not, even upon knowledge thereof, become part of the contract, unless their application is expressly agreed to in writing.

2. Offer and scope of performance

a) All deliveries shall be effected free of charge and without acceptance of costs by us. The delivery address is our corporate address, unless we expressly state a different delivery address in writing. If the supplier is a businessman, the place of performance of the service is our company's registered office or a different address expressly stated by us in writing. The supplier shall bear the transport risk and shall be obliged to take out transport insurance at its expense.

b) All deliveries and services ordered from us must upon delivery correspond to the samples submitted by us without deviation and/or take into account or contain all the usual criteria and/or the criteria mentioned by us.

c) We shall be entitled to forward the delivery or service furnished by us to a third party without inspection. Should damage be incurred by us or a third party due to the type of service or delivery and/or the defectiveness of the service or delivery, the supplier and/or the party providing the service shall be liable therefor.

d) A time period for examination and notification of defects of the contractor's delivery shall be 6 months from delivery at our premises if the defects are not obvious; to obtain our rights, dispatch of the notification of defects within this period shall suffice. Payment does not constitute waiver of the right to make a claim for defects.

e) Acceptance shall always take place subject to quality, composition and quantity. Even after this time we may assert complaints and warranty claims or other rights to which we are entitled if we did not detect the defect earlier when carrying out an external inspection of the delivery. Excess or short deliveries, even if there is a proviso in the supplier's order acknowledgement, shall not be recognised, unless otherwise expressly agreed in writing. If the packaging arrives in a damaged state, we are entitled to refuse acceptance of the consignment without checking the contents. The costs of returning the goods, as well as those relating to justified notices of defect, shall be borne by the supplier.

f) If delivery and service are incorrect or defective, they shall be sent back carriage forward without further explanation being necessary on our part.

g) An incorrect delivery on your part at the same time represents an offer for acceptance, which cannot be tacitly accepted by us, and can only be accepted by means of an express written declaration. Furthermore, the terms and conditions of the contract shall apply. If the delivery or the service is defective, we shall be entitled to demand subsequent improvement in addition to reduction and rescission of sale. You are not entitled to rectify defects without our permission. Upon allowing the rectification of defects we shall set a period for remedying defects.

h) All packaging or transport information provided by us, particularly information relating to height, width and depth of transport units and the use of pallets, must be observed to the letter. Should such information not be provided by us, the contractor shall be obliged to point this out to us expressly and to enquire before completing the shipping units whether information thereto is to be provided by us. Should you fail to comply with this regulation, the contractor shall be obliged to refund us the damage thereby incurred. We shall be entitled to refuse acceptance of the delivery.

i) All time periods set by us are so crucial to us and our customers that your delivery or service will not be accepted in the event of non-compliance with the time periods. For this reason, we shall be entitled to demand compensation due to non-fulfilment for non-compliance with time periods without a further declaration, warning or the like being required. This shall also include the costs for replacement cover. Should we grant a grace period, this must be writing. Should the delivery of service not be completed in full within the set grace period, the aforesaid shall apply.

3. Prices and payments

- a) The prices stated by us are fixed prices that must be observed by our contract partners under all circumstances.
- b) Should the scope of services change within the context of our order and its processing, a claim to a higher price on the part of our contract partner shall only arise if the higher price has been confirmed by us in writing.
- c) Our payments shall be effected within 14 days after receipt of the invoice insofar as the delivery or service has been furnished in conformity with the contract and without any defects. We shall receive 3% discount on the invoice amount if payment is effected within 14 days after receipt of the invoice. The date of the payment instruction shall apply.

4. Warranty and liability

The contractor shall check at its own responsibility the quantity, quality and composition of its delivery and shall guarantee this. If in doubt, the contractor shall be obliged to prove that it has delivered in conformity with the contract. The contractor shall be liable to us for any damage caused by defects, default or non-fulfilment of obligations by itself, its subcontractors or other parties, without being able to discharge itself from liability pursuant to § 831, Section 1, Clause 2 or Section 2 German Civil Code (BGB). The liability of our contractor shall extend to the execution of the transaction and to unlawful acts.

5. Acquisition of industrial property rights

- a) All transferable, copyright or other authorisation for publication, duplication or utilisation that are connected with the delivery or service to be furnished by us shall be transferred to us without any restriction in terms of place, time, scope, type of use or purpose, including the right to modification, translation or further transfer to licensing associates. This shall apply to all possible uses.
- b) Upon payment of the order all compensation claims due to the utilisation of industrial property rights shall be deemed discharged. The contractor and we shall jointly assume that the remuneration is appropriate and customary.
- c) The contractor shall not bring drafts prepared for us and approved by us or their preliminary stages to the knowledge of other clients or place them with other clients in the same or an amended form. This shall apply without any time limit.
- d) If the contractor utilises the services or performances of third parties to meet its obligations towards us, it shall have the exclusive rights of exploitation transferred to it on the scale required to carry out our order. The contractor shall release us from any claims of third parties asserted against us due to the contractual exploitation of the service furnished by the contractor.

6. Secrecy

The contractor shall be obliged to maintain secrecy concerning all business or operating processes that become known to it due to the cooperation with us and shall be obliged not to pass them on to third parties. The contractor shall also obligate its employees and third parties who are called in to work off our order to do the same. The contractor shall undertake to monitor compliance with this obligation and to inform us immediately of any infringement. The obligation to maintain secrecy shall also continue to apply after the order is finished. The contractor may only utilise copies of the contractual service, received information or documents for its own publicity purposes with our prior written permission.

7. Special provisions for printing orders, in particular mailings

- a) Before printing commences a blind dummy copy made from the original paper must be sent to us. The purchase of materials may not be effected until clearance has been issued by us.
- b) Production in print and further processing may not be commenced until a double-sided, folded ozalid trimmed to the final format has been submitted. Punchings, perforations, folds, etc. must be stated. The print run quantity must be entered.
- c) Additional costs that exceed the agreed price must be submitted in writing immediately after they have been incurred.
- d) We shall only pay freight costs if the complete bill is submitted to us no later than 4 weeks after the last delivery and the invoice is attached to the original shipping documents.
- e) The final weights for advertising media predefined by us are binding and must be adhered to under all circumstances. Should higher postage or enclosure costs be incurred when using overweight material, the additional costs must be borne by the contractor.
- f) The delivery dates quoted by us are generally deemed fixed dates – as in when they are received by the recipient. The contractor shall default if the delivery date is not complied with without a further declaration being required on our part. We may refuse any further service either in full or in part. Irrespective thereof the contractor must inform us immediately of any delays with regard to delivery dates. Furthermore, the contractor shall bear the cost for any damage incurred due to non-compliance with the delivery date.

8. Minimum Wage Claims of Employees

a) Payment of minimum wages

The Contractor assures us that it meets its obligations to pay minimum wages and contributions to joint bodies of parties to collective agreements under the German Minimum Wage Act [Mindestlohngesetz – MiLoG] and under the German Posted Workers Act [Arbeitnehmerentsendegesetz – AEntG] for the workers it employs. Insofar as the Contractor utilises third parties to fulfil its obligations towards us, it must obtain assurances in writing from them that they also fulfil the aforementioned commitments with regard to their employees.

b) Indemnification from claims

The Contractor shall indemnify us from all claims asserted against us by employees of the Contractor or employees of third parties it utilises or of temporary employment agencies or joint bodies of parties to collective agreements pursuant to Section 13 MiLoG or pursuant to Section 14 AEntG.

c) Documentation requirements

The Contractor must prove to us upon request by presentation of documents that it has complied with its obligations under para. a) (payment of minimum wages) in the past 12 months. If the Contractor utilises third parties or temporary employment agencies as defined in Section 14 AEntG, the Contractor must submit the relevant documents for each third party and temporary employment agency.

d) Right of retention

If employees of the Contractor or employees of third parties it uses or temporary employment agencies or joint bodies of parties to collective agreements assert claims against us pursuant to Section 13 MiLoG or pursuant to Section 14 AEntG, we are entitled to withhold compensation of the Contractor in the amount of compensation claimed, if justified including in its entirety, until it has been finally clarified that the employees and or joint bodies of parties to collective agreements are not entitled to any such claims. We are entitled to offset our indemnification and compensation claims with the compensation claim of the Contractor.

e) Notice obligations

The Contractor must inform us immediately if it is aware of administrative and/or criminal proceedings against it or against a third party used/temporary employment agency for failure to comply with the provisions of the MiLoG or the AEntG. If it suspects that a third party it uses or a temporary employment agency is failing to comply with its obligations to pay minimum wages or contributions to joint bodies of parties to collective agreements under the Minimum Wage Act or under the Posted Workers Act (AEntG), it is required to notify us.

9. General terms and conditions

a) The law of the Federal Republic of Germany shall apply to these Terms and Conditions of Business and the entire legal relationships between us and the customer; the provisions of the UN Sales Convention (CISG) shall not apply.

b) Modifications and amendments to this agreement must be in writing; this also applies to this written form clause.

c) The place of performance is our company's registered office. The legal venue for all claims arising from this agreement is also our company's registered office insofar as the contractor is a businessman. Furthermore, our company's registered office is also the legal venue in cases where the contractor moves its legal venue from the scope of application of the Code of Civil Procedure (ZPO) after formation of the contract or its domicile or place of habitual residence is not known at the time of the commencement of an action. Irrespective thereof we are in each case entitled to commence an action against our contractor at a different legal venue.

d) Should one of the provisions of this contract be invalid or void, this shall not affect the validity of the rest of the contract. The invalid provision shall be replaced with a provision that comes closest to the commercial intention in an admissible way. An unwanted gap in the contract shall also be filled.

e) The contractor shall be answerable to us for ensuring that the utilisation of the delivery or service furnished by it does not infringe the rights of third parties. The contractor shall expressly draw our attention in writing to any statutory requirements, particularly provisions concerning the protection of industrial property rights, competition law, copyright law and the special regulations concerning advertising law.