

**General Terms and Conditions of Business:**

**PremiumMedia Verlags GmbH, Benedikt-Hagn-Str. 5b, 80689 München**

**Provision of services**

**1. Applicability**

a) Our deliveries, services and offers shall be effected exclusively on the basis of these Terms and Conditions of Business. They shall consequently also apply to all business relationships, even if these are not expressly agreed again in each specific case. Statements to the contrary by the customer and references to the customer's own terms and conditions of business or purchase are hereby overruled.

b) No other differing, conflicting or supplementary general terms and conditions of business shall be part of the contract, even when there is knowledge of them, unless their validity is expressly agreed 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 a commercial or self-employed occupation being attributable to them.

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 and who are engaged in 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) Regarding all deliveries made and services rendered by us, the customer is obliged to check them immediately to verify the suitability of the technical concept and their usability before using them for any purpose whatsoever. Shortcomings must be immediately communicated to us. If we provide the results of our work on a data medium, we will also supply an original printout. We are liable only for the subject of this original printout, and only in accordance with the provisions of this contract. The customer expressly pledges to check the data on the data medium for shortcomings prior to use and, before printing anything, to verify that the illustrations and texts are complete and that the prescribed typefaces and fonts have been used.

b) Our offers are subject to change and non-binding. We reserve the right to make technical modifications or change shapes, colours and/or weights within reason. Additions, modifications and collateral agreements must be in writing in order to be legally valid.

c) The scope of performance shall be as stated in our written order confirmation. In the case of printing services, we normally supply the requested number of copies. However, the customer is required to accept and pay for any discrepancies up to 10 percent above or below the ordered edition size. This percentage shall be increased by the tolerances prescribed by the associations of paper manufacturers if the customer purchases the paper under their conditions.

d) Should we default on a delivery or performance, or should it become impossible for us to meet our obligations either permanently or temporarily, the customer is entitled to withdraw from the contract after having set us a reasonable new deadline to no avail, which must be at least one month if the deadline is missed for reasons for which we are not responsible or because it is only temporarily impossible to meet it. No other claims by the customer due to the deadline being missed or other performance default or impossibility, whether we are responsible or not, shall be valid. Supplementary agreements or changes to this agreement are subject to written confirmation by us.

e) The risk of accidental loss or accidental impairment shall pass to the entrepreneur upon delivery and, in the case of shipping to a destination according to the buyer's instructions, as soon as the consignment has been handed over to the person performing the transport or has left our warehouse for shipment. If transport is impossible for no fault of ours, the risk shall pass to the entrepreneur upon notification of readiness for shipment. Notification of readiness to ship shall also constitute compliance with the agreed performance deadline. If the buyer is a consumer, the risk of accidental loss or deterioration passes to the buyer when the thing sold is handed over. From that moment onwards both the benefits related to the thing and any charges on it pass to the buyer. The same consequences arise if the buyer is in default in accepting delivery.

f) Deadlines shall be extended appropriately in the event of industrial disputes, in particular strikes and lockouts, or if unforeseen impediments arise that are beyond the control of the performing party, insofar as such impediments can be demonstrated to significantly impact the completion or delivery of the service in question. This shall also apply if the circumstances occur at subcontractors' premises.

g) If our performance obligation includes the delivery of merchandise, we are entitled to insure it for transport at the customer's expense without this influencing the transfer of risk.

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

i) Subsequent changes at the instigation of the customer, including any production downtime caused thereby, shall be charged to the customer. Sketches, drafts, trial composition or typesetting work, proofs, samples or similar preliminary work requested 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 value-added tax at the applicable statutory rate.

b) If products or services provided by us to an entrepreneur include copyright licences, our prices shall fairly and reasonably reflect these. Should it emerge subsequently that the originator is entitled to a larger fee than we have calculated, we are entitled to retroactively charge the difference to entrepreneurs. This claim shall not lapse until three months after the originator's claim lapses.

c) We are entitled, as regards all services to be rendered by third parties within the scope of our order, to demand advance or down payments or securities in the form of directly enforceable bank guarantees. Advances, down payments and guarantees shall be furnished within one week after the date of the invoice. If advance or down payments or securities are agreed, we are entitled and required to refrain from contracting any third parties until receipt of the payment or security, without having to specially notify the customer of this. Our deadlines for rendering services shall be extended by the amount of time that elapses until receipt of the payment or security.

d) For larger orders, it is necessary to make advance payments or partial payments according to the amount of work completed. We are entitled to demand immediate payment for work involving large quantities of paper, board or special materials.

e) Unless otherwise agreed, payment shall be made in cash, net and without any deductions, ex our paying agent within eight days of receipt of the invoice. After elapse of this deadline, the customer, if it is an entrepreneur, shall be in arrears with payment without any further reminders or dunning notices being required. From

the moment in which payment becomes tardy, customers who are consumers shall pay interest at the rate of five percent above the applicable annual base rate. Customers who are entrepreneurs shall pay interest at the rate of eight percent above the applicable annual base rate. We also reserve the right to assert more substantial compensation claims.

f) Payment shall be considered made as soon as we have access to the amount due, and in the case of cheques and letters of credit upon cashing them. The customer only has a right to settle the amount due against counterclaims if these have been upheld by a court of law or acknowledged by us. No right of retention may be exercised unless the counterclaim derives from the same contractual relationship. If the customer fails to meet payment obligations, in particular if a cheque cannot be cashed or a payment is halted, or we learn of circumstances that cast doubt on the customer's creditworthiness, we are entitled to demand immediate payment of the entire remaining sum due and/or advance payments or securities.

g) If it becomes known that the customer's financial situation has significantly deteriorated, we are entitled to demand immediate advance payment of the entire expected amount. If the customer fails to comply with his or her obligations on time, and in particular those to make payment or provide securities, we are entitled to cease all performance and withhold all deliveries not yet made to the customer and/or deny permission to utilise deliveries already received.

#### **4. Warranty and Liability**

a) If the buyer is an entrepreneur, we shall initially provide a warranty covering defects in the merchandise, at our discretion by either remedying the defects or delivering new merchandise which is free of defects, for which we must be given a reasonable period of time that may not be less than the period stipulated by the contract for its performance.

b) If the buyer is a consumer, he or she may initially choose whether the defects should be eliminated by remedying them or providing new merchandise that is free of defects. We are, however, entitled to overrule the choice if it is only possible at unreasonable cost and the other choice would not impose significant disadvantages on the consumer. We must be given a reasonable period of time for this, which may not be less than the period stipulated by the contract for its performance.

c) If the defects are not successfully eliminated, the customer may, at his or her discretion, demand a reduction in price or withdraw from the contract. However, if only a minor breach of contract is involved, particularly minor defects, the customer is not entitled to withdraw from the contract.

d) Entrepreneurs must notify us of any obvious defects within two weeks after receipt of the merchandise or forfeit the right to assert any warranty claims. The two-week deadline applies to receipt of the notification by us.

e) Consumers must notify us of any obvious defects in writing within two months after ascertaining that the merchandise does not fulfil the terms of the contract. The two-week deadline applies to receipt of the notification by us. If the consumer fails to notify us in time, his or her warranty rights shall expire two months after ascertainment of the defect. This does not apply to instances of deceit on the part of the seller. The burden of proof as to when the defect was ascertained rests on the consumer.

f) Should the customer choose to withdraw from the contract on the grounds that a defect has been unsuccessfully remedied, he or she is not entitled to any compensation for the defect.

g) Should the customer choose compensation after a failed attempt at remedying a defect, the customer shall keep the merchandise 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 is accepted for damages due to unsuitable or improper use of our products or services or incorrect implementation of our suggestions. The customer must thoroughly and completely check our products and services before using them in any way. We accept no liability for damages caused by the use of defective products or services provided by us. Regarding reproductions using any printing process, minor deviations from the original do not constitute grounds for complaint. The same applies to comparisons between proofs and production prints. If, in such a case, the customer demands new proofs, these shall be considered as corrections by the author and additionally charged.

i) If we send our products, services and/or merchandise to third parties at the customer's request, we accept no liability whatsoever for this, including preparation of the shipments, unless we should act with intent or gross negligence. In such cases, the customer shall ensure that the receiving third parties assume the customer's obligations with regard to inspection. In particular, this includes checking whether the correct items have been sent.

j) Claims for compensation for failures to perform obligations, and especially when these are due to the impossibility of complying with them, active breaches of contractual obligations, negligence when concluding the contract or inadmissible acts, are excluded against both us and all our employees and agents, unless intentional or grossly negligent acts have taken place or major contractual obligations have been violated, either intentionally or by gross negligence. To the extent that liability exists on these grounds, we shall only be liable to entrepreneurs up to the amount of the typical, foreseeable damages. This applies in particular to consequential damages.

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

l) Any deviations in the quality of the paper, board or other material purchased by us may not be objected to if they are considered admissible under the terms and conditions of delivery of the paper or other supplying industry and the client can obtain these on request, or if they are due to differences between the proof and the production run that are inherent in the printing technologies used. We are only liable for lightfastness, variability or deviations in colours or metallic effects, and the quality of gumming, coatings, impregnation etc., but only if the defects in these materials would have been detectable by proper inspection prior to their use. If the customer supplies us with materials of any kind, this shall be done carriage paid to our premises. Our acknowledgement of receipt shall not imply liability for the correctness of the quantity specified as delivered. In the case of larger quantities, our costs for counting, weighing and storage shall be reimbursed. If the customer supplies paper or board to us, the packaging materials and the waste unavoidably caused by press makeready, photo printing, trimming, die cutting etc. shall become our property.

## **5. Retention of title**

a) We retain title to the provided goods or services until receipt of all payments required under the service contract. The customer may neither pledge the contracted goods or services nor transfer ownership of them as collateral or security. If goods are attached, confiscated or otherwise availed of by a third party or if they are damaged or destroyed, the customer must notify us of this immediately.

b) Should the customer violate the contract, particularly by being in arrears with payment, we are entitled to take back the goods after issuing a warning, and the buyer is obliged to surrender them. Asserting our title to the goods and taking them back do not imply withdrawal from the contract on our part.

## **6. Information and provision of advice**

Information on possibilities for using and applying goods supplied by us, technical advice and other information

are provided to the best of our knowledge, but without implying any further obligations and excluding any and all liability. This applies especially to advertising services rendered by us; we are not lawyers and are not liable for damages that our customer may suffer as a result of infringing on third-party intellectual property rights or because a piece of advertising violates legislation against unfair competition. The provision of verbal or written advice or the secondment of personnel by us does not release our customer from the obligation to independently verify its suitability for the intended purposes and ensure that it does not infringe on any third-party rights.

## **7. Intellectual property rights**

a) The customer shall undertake to utilise our goods and services only in accordance with the provisions of the service contract. In particular, our ideas, suggestions, drafts and artwork, regardless of whether or not these have been charged for, may not be used by either the customer or third parties without our express written consent. It is immaterial whether our services are legally protected, e.g. by copyright or other legislation. For every culpable violation, we are entitled to compensation amounting to 5,000.00 euros. The customer may prove that the actually incurred damages are less than this. We are likewise entitled to demonstrate and claim greater damages than this.

b) We expressly retain all rights to services rendered by us. The transfer of intellectual property rights to the customer requires an explicit additional written agreement. For each violation of our intellectual property rights, the customer shall pay an appropriate penalty, the amount of which we shall initially set at our reasonable discretion and which if disputed shall be reviewed by the regional court having jurisdiction over the location of our company's seat, but shall in no case be less than 3,000.00 euros.

c) The customer shall be solely liable if rights, and in particular copyrights of third parties, are infringed on by the execution of an order the customer has placed with us. The customer shall exonerate us of all claims by third parties arising from such an offence. This provision shall apply as long as we have not committed the breach of an intellectual property right with intent or gross negligence.

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

## **8. Safekeeping, storage**

a) We shall store documents, materials and other items left with us by the customer only by express agreement and without assuming any storage risks. In the absence of an agreement, any liability on our part for the customer's property shall expire after four weeks at the latest.

b) Originals forming part of our services shall remain our property and may be destroyed after six months without further inspection.

## **9. Applicable law, legal venue and severability clause**

a) The laws 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 United Nations Convention on Contracts for the International Sale of goods (CISG) shall not apply.

b) Modifications and amendments to this agreement must be in writing; the same also applies to this requirement.

c) The legal venue and place of performance is the location of our company's seat if the customer is an entrepreneur. The location of our company's seat shall also be the legal venue if the customer's legal venue

moves subsequent to conclusion of the contract to a location outside the applicability of the German Code of Civil Procedure or if the customer's domicile or place of habitual residence is unknown at the time of filing suit. Notwithstanding this, we are also entitled to file suit against a customer at a different venue.

d) Should any provision of this contract be invalid or void, this shall not result in the contract as a whole being invalid or void. In such a case, a valid provision shall be agreed that most closely approximates the business intent. Any unwanted gaps 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 provided to us and/or our clients. They shall consequently also apply to all business relationships, even if they are not expressly agreed again in each specific case. Statements to the contrary by the customer and references to the customer's own terms and conditions of business or purchase are hereby overruled.

b) No other differing, conflicting or supplementary general terms and conditions of business shall be part of the contract, even when there is knowledge of them, unless their validity is expressly agreed in writing.

#### **2. Offer and scope of performance**

a) All deliveries shall be made free of charge and without incurring any costs to us. The delivery address is our corporate address, unless we expressly indicate a different delivery address in writing. If the supplier is an entrepreneur, the place of performance shall be our company's seat or a different address expressly stated by us in writing. The supplier shall bear the risk of transport and take out transport insurance cover at its own expense.

b) All deliveries and services ordered by us must upon arrival match the samples submitted by us without any deviations and/or meet all usual criteria and/or the criteria specified by us.

c) We are entitled to forward the delivery or service provided to us to a third party without inspecting it. If we or the third party suffer damages as a result of how the service or delivery is effected and/or because the service or delivery is defective, the supplier and/or the party providing the service shall be held liable.

d) We have six months from receipt of a contractor's delivery to examine it and report any defects that are not obvious; in order to assert our rights, it is sufficient for us to report the defects within this period of time. Payment does not void our right to do so.

e) We accept deliveries only subject to reservations regarding quality, composition and quantities. We may also subsequently submit complaints and warranty claims or assert other rights in the event that a superficial inspection of the delivery failed to reveal defects. We do not recognise deliveries in excess of or short of the ordered quantities, even if there is a proviso to the contrary in the supplier's order confirmation, unless this is otherwise expressly agreed in writing. If a consignment's packaging arrives in a damaged state, we are entitled to refuse acceptance without checking the contents. The supplier shall then bear the costs incurred by returning the goods and any justified complaints about defects.

f) If a delivery or service is incorrect or defective, it shall be returned at the supplier's expense without our being required to provide any further explanation.

g) An incorrect delivery simultaneously constitutes an offer to accept it, which we cannot do tacitly but only by means of an express written declaration. The terms and conditions of the contract shall apply. If the delivery or service is defective, we are entitled to demand rectification of the defect(s), a reduction in price or cancellation of the sale. The supplier is not entitled to rectify defects without our permission. Upon allowing the rectification of defects we shall set a deadline for doing so.

h) All packaging and transport instructions provided by us, particularly relating to the height, width and depth of transport units and the use of pallets, must be precisely observed. If we do not provide any such instructions, the contractor is obliged to expressly call this to our attention and, before preparing items for transport, to enquire whether we intend to provide any. Failure to comply with this provision obliges the contractor to reimburse us for any damages incurred as a result. We are also entitled to refuse acceptance of the delivery.

i) All deadlines set by us are so important to us and our customers that your delivery or service is worthless if not provided on time. For this reason, when our deadlines are not met we reserve the right to demand compensation due to non-fulfilment without having to provide any further declarations, reminders or the like. This shall also include costs incurred to purchase a replacement. If we grant a grace period, this must be in writing. If the delivery or service is then not completely provided by the extended deadline, the preceding shall apply.

### **3. Prices and payments**

a) Prices quoted to us are fixed prices that our contractual partners must respect under all circumstances.

b) If the scope of the services to be provided in connection with processing and fulfilling an order from us changes, our contractual partner shall only be entitled to charge a higher price if it has been confirmed by us in writing.

c) We will make payment within 60 days after receipt of the invoice, provided that the delivery or service has been provided in conformity with the contract and without any defects. When making payment within 30 days of receiving the invoice, we will deduct a discount of two percent from the invoiced amount. In each case, the date on which we issue a payment order counts.

### **4. Warranty and liability**

The contractor is responsible for verifying the quantity, quality and composition of deliveries and guaranteeing these. In cases of doubt, the contractor is obliged to prove compliance with the contract. The contractor shall be liable to us for any damages caused by defects, delays or non-fulfilment of obligations by itself, its subcontractors or other parties, without being able to release itself from liability pursuant to Article 831, Section 1, Clause 2 or Section 2 of the German Civil Code. The liability of our contractor shall extend to both performance of the delivery and unlawful acts.

### **5. Acquisition of intellectual property rights**

a) All transferable copyrights or other rights of publication, reproduction or utilisation in connection with the delivery or service to be provided to us shall pass to us without any restrictions in terms of place, time, scope, type of use or purpose, including rights of modification, translation and further transfer to licensees. This applies to all possible uses. If in the individual case we have expressly entered into other agreements than the present, then notwithstanding this, the right to use the works in connection with giving an account of our capability (self-promotion) shall in every case pass to us without any restriction as to place, time, extent, type of use and purpose.

b) Upon payment of the order, all claims to remuneration for the utilisation of intellectual property rights are satisfied. The contractor and we shall both assume that the remuneration is appropriate and customary.

c) The contractor shall not show or convey drafts or their preliminary stages prepared for and approved by us to other clients, either in the same or an altered form. This shall apply without any time limit.

d) If the contractor utilises the services of third parties to meet its obligations towards us, it shall obtain from them the exclusive rights of use on the scale required to execute our order. The contractor shall exonerate us of any third-party claims brought against us for using the service provided by the contractor in accordance with our contract.

## **6. Secrecy**

The contractor is obliged to maintain secrecy regarding all business or operational processes that it learns about as a result of working for us, and to refrain from sharing this knowledge with third parties. The contractor shall also require the same of all employees and third parties who are involved in executing our order. The contractor shall undertake to monitor compliance with this obligation and inform us immediately of any infringement whatsoever. The obligation to maintain secrecy shall continue to apply after the order is completed. The contractor may not utilise copies of the contracted work or information or documents received for its own advertising purposes without our prior written consent.

## **7. Special provisions for printing orders, in particular mailings**

a) Before printing begins, a dummy made with the original paper must be sent to us. No materials may be purchased before we have approved them.

b) Print production and postpress finishing may not begin until we have received a double-sided, folded photocopy trimmed to the final format. Die cutting, perforations, folds etc. must be indicated. The size of the edition must be entered.

c) Additional costs in excess of the agreed price must be submitted in writing immediately after they are incurred.

d) We shall pay freight costs only if the complete invoice is submitted to us no later than four weeks after the last delivery and if the invoice is attached to the original shipping documents.

e) The final weights for advertising products stipulated by us are binding and must be adhered to under all circumstances. If greater costs are incurred for postage or supplements as a result of using heavier stocks than specified, the contractor shall bear the difference.

f) The delivery dates – to the recipients – that we specify are absolute. The contractor shall default upon failure to deliver on schedule without any need for us to make further declarations. We may then refuse any or all further services. Irrespective thereof, the contractor must inform us immediately of any delays that will affect delivery dates. Furthermore, the contractor shall bear the costs of any damages suffered as a consequence of non-compliance with delivery dates.

## **8. General terms and conditions**

a) The laws 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 United Nations Convention on Contracts for the International Sale of goods (CISG) shall not apply.

b) Modifications and amendments to this agreement must be in writing; the same also applies to this requirement.

c) The legal venue and place of performance is the location of our company's seat if the customer is an



entrepreneur. The location of our company's seat shall also be the legal venue if the customer's legal venue moves subsequent to conclusion of the contract to a location outside the applicability of the German Code of Civil Procedure or if the customer's domicile or place of habitual residence is unknown at the time of filing suit. Notwithstanding this, we are also entitled to file suit against a customer at a different venue.

d) Should any provision of this contract be invalid or void, this shall not result in the contract as a whole being invalid or void. In such a case, a valid provision shall be agreed that most closely approximates the business intent. Any unwanted gaps in the contract shall also be filled.

e) The contractor is responsible and liable for ensuring that the utilisation of its delivery or service will not infringe the rights of third parties. The contractor shall expressly call our attention to any relevant statutory requirements, and particularly to provisions on the protection of intellectual property rights, competition law, copyright law and special regulations on advertising.

#### **Disclaimer**

This document has been translated with all due diligence and care. In cases of doubt, however, the original German wording shall be applied to resolve disputes.