

General terms and conditions of ticado media GmbH

1. Scope

These general terms and conditions apply to agreements for deliveries or services, including consultancy services, between ticado media GmbH – hereinafter called ticado – with companies, legal entities under public law and special agencies subject to public law – hereinafter called client – unless otherwise agreed in writing or required by law. All offers for ticado deliveries and services shall be made solely on the basis of these general terms and conditions. In the event of an ongoing business relationship, these terms and conditions shall also apply to future business transactions, even if no express reference is made to them, provided these were agreed upon by the contractual parties in a previous order. The general terms and conditions of the client not explicitly recognised by ticado in writing are hereby expressly excluded.

2. Scope of delivery and service

2.1 Any offers made by ticado are binding for 14 days after receipt by the client. After the aforementioned period has expired, a new offer from ticado is required in order to conclude the agreement. Ticado shall be entitled to consider an increase in costs for any new estimates.

2.2 The acceptance of any offers from ticado by the client must be done so in writing, whereby this is acceptable by fax or e-mail. Any offers modified by the client shall only become an object of the agreement, if they are accepted by ticado in writing. The client shall bear any expenses incurred as a result of subsequent changes made to an agreement, for which the client is responsible.

3. Prices, terms of payment

3.1 ticado prices are valid as net ex works excluding packaging, transport, insurance, travel expenses and allowable expenses etc., as well as in addition to statutory value added tax. ticado reserves the right to make reasonable price adjustments resulting from a change in costs, in particular, wage, material and marketing expenses and for deliveries or services with a delivery or service period of more than 4 months after conclusion of the agreement. ticado shall be entitled to forward any extra costs incurred for additional work arising after conclusion of the agreement, which was unforeseen at the time of conclusion of the agreement.

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3.2 In particular, raw materials, semi-finished products and finished products, originals, manuscripts, all types of printing plates, external documents etc. may only be stocked or stored following an agreement in writing between ticado and the client and shall be charged separately. This also applies, in particular, to so-called call orders. ticado shall not be liable for any damage to or destruction of stored or stocked materials, unless damage is caused by ticado as a result of wilful intent or gross negligence. If it is deemed necessary to insure raw materials, semi-finished and finished products, manuscripts, originals, all types of printing plates, or external documents etc., stored printed papers or other items supplied by ticado

against theft, fire, water or any other hazard, the client shall undertake to secure an insurance policy in his own name and at his own expense.

3.3 If order processing is temporarily suspended upon request by the client, ticado shall be entitled to payment for completed deliveries or services and in particular to compensation for materials procured by ticado, external services or other additional expenses incurred by the temporary suspension, including storage.

3.4 Payments shall be made within 30 days of receipt of invoice, without deductions. In the event of a delay in payment, interest on arrears will be charged at 8 percentage points above the respective base rate. Ticado reserves the right to claim higher compensation for damages caused by default. In the event that the client is in default of payment, all outstanding amounts shall be due immediately, if the client does not prove that he is not responsible for these arrears. In the event of a delay in payment, ticado shall have right of retention to documents submitted by the client and other documents or work products generated during execution of the agreement.

3.5 In the event of the client's inability to perform, in particular regarding a delay in payment, ticado shall be entitled to refuse any delivery or service for which it is responsible until payment in return or provision of a security is made.

3.6 The client may only offset claims from ticado with counter claims which are undisputed or established to be legally binding. Any rights of retention of the client due to claims from other contractual relationships are excluded.

4. Delivery and service terms

4.1 The client shall undertake to support the activities of ticado. The client shall, in particular, create the necessary conditions in his business for the proper execution of the agreement. These conditions are et al. that the client designates a responsible contact person, who is at the disposal of ticado employees during the agreed service period. The contact person shall be authorised to make statements, required as an interim decision within the scope of the continuation of services, shall, at any time, provide ticado employees with access to any information required for the provision of services and supply them with all necessary documents in a timely manner. In cases involving computer programming, the contact person shall provide all required computer times (incl. Operating), test data and data acquisition capacities in a timely manner.

4.2 The client shall warrant that, within the scope of the agreed services from ticado, reports, plans, drafts, drawings, lists, programmes, designations, expert reports, sketches and other documents are for personal use only.

4.3 The client's proper cooperation is required to comply with the delivery and service terms specified by ticado. If these conditions should not be fulfilled, the delivery and service term shall be extended accordingly.

4.4 If no set delivery or service dates have been agreed upon, but delivery or service times have been assessed for a specific period of time, each delivery or service period commences on the day of conclusion of the agreement and ends on the day the goods or service are

handed over to the forwarding agent, carrier or collector or are stored or retained if despatch is not possible. Each delivery or service time shall be interrupted for the length of time taken by the client to check proofs, production samples, type approvals etc., i.e. from the despatch date until the date his response is received. If the client requests for the agreement to be changed after it has been concluded and this affects productive or service times, a new delivery or service period shall commence, when ticado has confirmed the changes.

4.5 Proof prints and proofs must be checked by the client for typesetting and other errors and, together with the original drafts, be returned to ticado declaring them „ready for printing“. Typesetting errors shall be corrected free of charge. Any changes made after the first printer's copy shall be invoiced separately according to the working hours required to execute the change.

4.6 The client shall be invoiced separately for proofs, multiple proof prints, sketches, drafts and samples.

4.7 In the event of a breach of delivery or service, the delivery or service shall be extended accordingly, unless it can be proven that this was due to a force majeure, operational disruptions, strikes, lockouts or other events, which significantly impede effective delivery or service. This also applies if these circumstances should arise at ticado suppliers. If a delivery or service cannot be performed, due to the reasons mentioned above, ticado shall be released from its obligation to perform. ticado shall immediately inform the Client thereof and refund any remuneration already received.

4.8 In the event of culpable delay on the part of ticado, if the client is able to prove that damages have occurred, he shall be entitled to claim for damages set at 0.5% of the value of the part of the entire consignment which cannot be used as a result of the delay and for each full week of the delay, but a maximum of 5% of this value. Any further claims for damages are excluded. The right of the client to withdraw from the agreement after the fruitless expiry of an extended period set by ticado remains unaffected.

5. Transfer of risk

5.1 Goods shall be despatched at the cost and risk of the client. Risk is transferred to the client, as soon as the consignment is handed over to the forwarding agent, carrier or collector. If despatch is delayed at the request of the client, the risk is transferred to him as soon as he has received notification of readiness for despatch. ticado shall be entitled to charge the client storage fees.

5.2 In the event that despatch or delivery is made by a forwarding agent, carrier or collector assigned by the client and a despatch or delivery delay occurs due to reasons attributable to the client, ticado shall be entitled to charge the client storage fees for each storage month commenced, starting one month after notification of readiness for despatch. This shall be 0.7% of the invoice amount and up to maximum 5% of the net value of the goods. The contractual parties are entitled to prove higher or lower storage costs.

5.3 Shipments from ticado shall only be insured against transport damages upon explicit instruction from the client and at his own expense.

5.4 Shipments must be accepted by the client, even if they have minor defects.

6. Retention of title

6.1 The goods and services delivered (hereinafter: reserved goods) shall remain the property of ticado, until all current and future outstanding claims against the client from the business relationship have been satisfied. This also applies to claims acquired at a later date, resulting from repairs and spare part deliveries, as well as other services.

6.2 The processing or conversion of reserved goods are carried out on behalf of ticado at all times, but without any obligation for ticado. If ticado's (co-) ownership of the reserved goods ceases as a result of combining and mixing these with other commodities, it is agreed that ticado should obtain a co-ownership share for the new item, subject to the value of its claim. The client shall store ticado's (co-) ownership share free of charge.

6.3 The client shall be entitled to process and sell the reserved goods within the scope of proper business transactions, unless he is in default of payment. Pledging or the granting of security interests is not permitted. By way of security, the client has already transferred to ticado all claims arising from a resale or any other legal reason regarding the reserved goods. In this respect, the client is authorised, subject to revocation at any time, to collect the claims assigned to ticado for ticado's account in his own name. This may be revoked, if the client fails to meet his payment obligations.

6.4 In the event that third parties obtain ownership of the reserved goods, the client shall draw attention to ticado's ownership rights and immediately inform ticado thereof. Any expenses or

6.5 Any breach of contract by the client, in particular, default of payment, shall entitle ticado to withdraw from the agreement and reclaim the reserved goods. A reasonable fee may be charged for any reduction in the value or impediment to the function of the goods, as well as for any costs incurred for return shipping.

6.6 If the value of all security interests to which ticado is entitled exceeds the total of all secured claims by more than 20%, ticado shall release an equivalent part of the security interests at its own discretion, if this is requested by the client.

7. Default of acceptance

7.1 If the client should fall behind schedule as regards the acceptance of deliveries or services, ticado may assert its rights from § 326 BGB (German Civil Code).

7.2 If the client does not accept the delivery and services within a reasonable period of time after being notified of completion or readiness for despatch or if a shipment cannot be made for an extended period of time due to circumstances for which ticado is not responsible, ticado shall be entitled to either store the goods itself or store them at a forwarding agent at the expense and risk of the client.

8. Warranty claims

8.1 The client shall undertake to carry out an immediate inspection of deliveries in accordance with § 377 HGB (German Commercial Code) and to submit any complaints in writing. The client is also obliged to inspect the goods when samples have been shipped. ticado must be informed about hidden defects in writing, immediately after detection, but at the latest, within two months after delivery or completion of the service.

8.2 ticado shall not be liable for printing errors, overlooked by the client in proof prints designated as „ready for printing“. Oral amendments must be confirmed in writing.

8.3 In the case of justified complaints, ticado shall be entitled, at its own discretion, to carry out supplementary performance in the form of removal of defects, the delivery of a non-defective item or provision of a flawless service. ticado shall be entitled to two attempts at providing supplementary performance. Any expenses required for the purpose of supplementary performance shall be assumed by ticado. Additional costs which are incurred due to the transfer of items to another location other than the place of performance shall not be assumed by ticado, unless such a transfer corresponds to the intended use of the items.

8.4 If the supplementary performance fails, the client shall be entitled, at his own discretion, to demand a reduction in remuneration (decrease) or to withdraw from the contract. The client does not have the right to withdraw from the contract in the event of a minor breach of contract, in particular, in the case of minor defects. Furthermore, he may be entitled to demand compensation. If only part of a consignment is defective, the client may only then withdraw from the entire contract, if he proves that the remaining non-defective part of the shipment is not able to fulfil his intended use.

8.5 Claims from the client due to defects are subject to a limitation period of 12 months, commencing with the delivery. This does not apply, if the law in §§ 438 para. 1 no. 2, 479 para. 1 and 634a para. 1 no. 2 BGB (German Civil Code) stipulates longer periods of time. The limitation period shall not be reduced, if ticado can be accused of gross negligence or bodily harm and damage to health, as well as loss of life of the client's employees or assistants is attributable to ticado.

8.6 The client shall not be entitled to object to excess or short deliveries of up to 10%. The client shall be charged for the actual quantity delivered. This percentage shall be increased to 20% for consignments with custom-made material. This also applies to difficult assignments and small orders.

8.7 Minor deviations in the print colour as opposed to the colour sample or ready-to-print template, caused by differences in the material used, as well as processing and production processes and the use of non-standard colours, do not entitle the client to lodge a complaint about the consignment.

8.8 ticado shall be liable for deviations in the quality of the material used, only to the extent of its own claims against the respective supplier. In such cases, ticado is exempt from liability, if it assigns its claims against the supplier to the client. ticado shall be liable, if, due to the fault of ticado, no claims against the supplier exist or are feasible.

8.9 The client shall not be entitled to object to minor deviations in the quality of the paper, cardboard and other material procured by ticado.

8.10 No complaints shall be accepted for reproductions in all manufacturing processes, where minor deviations from the original occur. The same applies to the difference between proofs and print runs.

8.11 Supplies from the client or a third party designated by him, in particular, data carriers, are not subject to an obligatory inspection by ticado.

8.12 Any claims for damages due to material defects are excluded for minor negligent breaches of insignificant contractual obligations. ticado shall be exempt from liability for consequential damages caused by a defect except in the case of wilful intent, gross negligence or the breach of major contractual obligations (cardinal obligations). In the event that ticado is liable for consequential damages caused by a defect, this liability is restricted to foreseeable damages not attributable to exceptional circumstances. As a result of the aforementioned limitation of liability, claims made by the client for the bodily harm and damage to health, as well as the loss of life of the client's employees or his assistants attributable to ticado, are not restricted. Any product liability law claims made by the client, as well as claims regarding a guarantee provided by ticado or fraudulent concealment of a defect remain unaffected.

8.13 Obvious errors, for example, spelling mistakes, miscalculations and formal defects contained in a statement (reports, expert report, offers etc.) made by ticado, may be rectified at any time by ticado, including vis-à-vis third parties.

9. Liability and compensation for damages

9.1 The following limitations apply to the contractual and non-contractual liability of ticado, as well as liability due to culpa in contrahendo.

9.2 ticado shall not be liable for a minor negligible breach of insignificant contractual obligations. A claim for damages for a breach of major contractual obligations is limited to foreseeable damages, typical for the contract, unless the breach of major contractual obligations was caused through wilful intent or gross negligence.

9.3 A limitation of liability shall not apply, if ticado is liable due to injury to life, body or health.

9.4 The aforementioned limitations of liability also apply to breaches of duty by ticado assistants.

10. Trade mark rights

10.1 The client shall be solely responsible for reviewing the reproduction rights of all printer's copies. The client shall be solely liable, if rights, in particular, copyrights of third parties are infringed upon as a result of the execution of his order. The client shall release ticado from all third party claims ensuing from such an infringement of rights.

10.2 ticado holds the copyright and all usage rights for its own sketches, drafts, originals, films and the like, in all printing processes and for any use, unless explicitly stipulated otherwise.

10.3 It is prohibited to reprint or reproduce, including deliveries not subject to copyright or other intellectual property rights – irrespective of the printing process, without ticado's consent.

10.4 Printed documents, printing cylinders, master copies, stamps etc. remain the property of ticado. This only applies, if the client has not assumed the costs for these resources separately.

10.5 ticado shall assume no liability for manuscripts, order documents and other objects not claimed by the client within four weeks following completion of the order.

10.6 In the event that the client should receive software, documentation and other documents from ticado or third parties, he shall be granted a non-exclusive, non-transferable, permanent ordinary usage right, solely for intercompany use, for which purpose the software, documentation and other documents have been prepared or provided. ticado holds all other rights to software, documentation and other documents, including copies and where required, subsequent amendments. The client shall not be permitted to provide third parties with access to software, documentation and other documents without obtaining prior consent from ticado in writing. The right to reproduce copies shall only be granted for the purpose of data storage or troubleshooting.

10.7 All documents entrusted to the client with relation to the execution of the agreement e.g. estimates, drawings etc. remain the property of ticado, including the exclusive usage rights. The client shall only be permitted to provide third parties with access to these documents after obtaining prior consent in writing. Drawings and other documents relating to offers must be released immediately upon request or without being requested, in the event that ticado is not awarded the contract. Clauses 1 and 2 apply to documents belonging to the client, who now agrees that ticado shall be permitted to provide third parties, assigned by ticado with the execution of deliveries and services, with access to these documents.

11. Final provisions

11.1 The place of fulfilment and court of jurisdiction for all obligations and disputes arising from the agreement is ticado's company headquarters.

11.2 The general terms and conditions and all legal relations between ticado and the client are subject to the law of the Federal Republic of Germany. The regulations of the Hague Convention relating to international sales contracts, as well as the UN Vienna convention relating to the international sale of goods do not apply.

11.3 Should the provisions of these general terms and conditions be wholly or partially void or infeasible or should lose their legal effectiveness or feasibility at a later date, the validity of the remaining provisions of the general terms and conditions remain unaffected.

ticado media GmbH / Status: December 2007