

## 1. Effectiveness

Deliveries, performances and offers for our customers (clients) exclusively take place based upon these terms of trade.

We explicitly disagree with business and purchasing terms of our clients. Remaining silent as a result of terms that have been transmitted to us do not turn those terms into anything obliging, either. Dissenting terms of the client are only binding if we have recognized those terms in written form. Agreements with Display Discount require a written management confirmation in order to become legally effective. Verbal agreements are only effective if recognized by us in writing. Additional conditions apply to the graphic service listed as follows:

## 2. Offer

The prices stated in the client's offer are valid with the provision that the order data which was underlying for the proposal submittal stays unchanged.

Starting with contract completion the contractor is tied to the agreed prices for 14 days. After that the contractor reserves the right to additionally charge for material costs that might have occurred intermediately as well as for wage increases

Drafts, images, weight and measure details and other documents belonging to the offer are only binding if the offer shows that these are specifically indicated to be binding.

We are holding all proprietary and copyright for all drafts and other documents made by us (contractor). Such documents must not be made accessible to third parties unless it is recognized in written form in order to fulfil the agreed intention of the contract.

The contractor prices do not include the costs for packing, freight, postage, insurance or any other shipping costs.

## 3. Delivery

The contractor takes over the delivery in a most careful manner but is only liable for malicious intent and gross negligence. The merchandise is insured depending on the current terms of the forwarding agency. If a certain dispatch mode is not required by the client it will be determined at the contractor's discretion.

Malfunctions either in the contractor's company or in the company of one of the supplier's, particularly strikes, lockouts, war and all other cases of irresistible forces do not authorize the customer to cancel the contractual relationship.

The principals referring to the loss of the business basis remain unaffected by this paragraph.

All deliveries take place on the conditions that the client is creditworthy and solvent. As soon as those conditions are not given anymore, the contractor is entitled to withdraw from the contract at any time. Furthermore the contractor is entitled anytime to demand a security (pre-payment or surety) and to hold back the delivery until security is being presented.

We are strived to perform the delivery within 3 to 5 days, if possible.

Provisions such as „has to arrive by a certain time” can not be accepted and does not entitle to non acceptance. Missing details which are necessary to perform the order lead to delivery not before complete clarification. Should the client fall behind with his/her liabilities the delivery date will be accordingly extended.

Should we neglect our delivery duties the client has to grant us an additional respite based on registered mail. If this additional respite elapses due to our fault the client is eligible to withdraw from the delivery contract.

Proceeding claims, specifically indemnity, are excluded. All cases that severely compound our delivery or make a delivery impossible (for example due to governmental interventions, fire, water or other elementary impairments, strike, lockouts, traffic tie-ups, energy or raw material supply disturbances, machine failures) releases us either partially or completely from performance of duty.

## Graphic service

The conditions for graphic works which are provided to the contractor are that they have to be repro able and in a proper condition. Should this not be the case, the contractor reserves the right to either regenerate or to correct the drafts at the expense of the customer. (The purchaser has to pay the costs depending on time and material effort)

Draft versions, measurements, colour samples respectively color information and information about the booth are obligatory for the contractor. If particular color information based on HKS, RAL or Pantone is being converted in photography technique the contractor guarantees a 60 to 70% colour precision.

Exact colour precision can only guaranteed for screen printing, given that it has been particularly agreed on such a method.

As far as the contractor does not receive detailed booth information they will be determined by the contractor based on configurational principals.

This can not result in a claim to hold the contractor responsible for defects.

The same applies to surveying of negatives, slides, and other drafts. The production photo panels always takes place in the minutest draft details.

If the ordering party requires special attributes regarding colour arrangements, density, contrasts, then those requirements have to be determined in writing together while placing the order.

Subsequent changes do not have to be respected by the contractor. Should the occasion arise the ordering party has to compensate developing additional costs.

Author corrections will be charged by expenditure of time and are not included, neither in the prices for photo panelling nor in their additional expenses.

All necessary, additional work such as creating a photo set by script, creating a repro capable draft as well as reworks and changes of final drawings, retouching exemptions are being charged by hourly effort.

Creative, constructing or conceptual services such as creating a layout, sketches, final drawings etc. are principally being charged by hourly effort.

## 4. Price and payment

The prices containing in our offers will not become legally binding until they have not been confirmed by us in written form. The offers will only become legally binding if they have been accepted by us either conclusive or in writing. For want of special agreements prices apply ex our warehouse. Packing and freight are being charged separately. The client additionally has to pay the respectively valid value added tax. Should a delay of payment occur an interest for late payment which is 4% higher than the actual German Central Bank rate has to be paid.

This does not exclude the enforcement of further delay damage. In the case suspension of payment, application of permit with the intention to file for bankruptcy or insolvency proceedings, all active contractor debts are immediately due.

## 5. Reservation of proprietary rights

Until complete payment of all receivables the contractor might have against the client (based on the date of invoice) the delivered commodity/service remains the contractor's property

The purchaser is entitled to resale only within the proper course of business. Hereby the purchaser assigns a claim to the contractor. Herewith the purchaser accepts the assignment.

If the delivered commodities are being worked up to another object, the work up will take place for the contractor without obligations for him. According to § 59 BGB (Civil Law Code) the acquisition of ownership by the purchaser is excluded. If the delivered commodity is being processed, linked or mixed with other commodities which do not belong to the contractor, the

contractor will become a part owner of the new object in relation of his delivered commodity and the other commodity related to the time of processing or mixing. The contractor is entitled to levy the claim which has been assigned to the contractor. On demand of the contractor the purchaser has to denominate the assigned claim and to indicate the assignment to the debtor.

At the same time the client empowers the contractor to notify the debtors about the assignment on behalf of the purchaser. The client is not permitted to bond or safeguard the delivered goods to third parties. Should a seizure, confiscation or other third party mandate occur, the contractor has to be informed immediately and any third party action has to be contradicted.

#### 6. Right of ownership, author's rights, label rights, liability for infringements of trade mark rights

The purchaser is solely liable if by the engrossment of his order, particularly if reproductions and other transfigurations, copyrights or other third party, protective rights are being infringed. If the client has been blamed with any of the above mentioned violations, he is committed to inform the contractor immediately.

The purchaser herewith exempts the contractor from any liability caused by possible copy right or other third party protective rights and refunds any accruing, unavoidable right persecution expenditures. This does not apply if intension or gross negligence happens.

If delivered goods have been created based on designs or instructions of the client, the client has to exempt the constructor from all demands which are being objected based on commercial protective right infringements by third parties.

We reserve all rights of ownership and copyrights on our cost estimates, drawings, picture drafts (negative, positives, dispositive etc.)

It is prohibited to make documents accessible to third parties. With conveying of a work piece manufactured by us (either original or reproduction) the copyright is not being transmitted.

We are allowed to indicate the services of our company in a appropriate manner on our products unless the purchaser does not wish this indication for an important reason and refers to it with placing of order.

#### 7. Transfer of danger

The danger is being transferred to the purchaser with dispatching the goods at the latest, even if partial deliveries take place or if the contractor exceptionally has taken over the shipping costs or carriage and assembly.

The contractor does not insure the batch against theft, fracture, transport, fire or water damage At the request of the purchaser this can be done at his expense.

Should the client fall behind in regards of receiving his goods the danger is being transferred to him starting with the day the ordered goods are ready for delivery.

#### 8. Deficiencies of delivery liability

The orderer is committed to check the delivered goods for defects immediately. The rebuke of possible damages has to take place immediately in writing. Excluding further demands the contractor is liable for defects of the delivery including possible missing attributes which have been specifically guaranteed as follows:

The contractor is entitled to repair according to § 633 BGB (Civil Law Code)

For essential foreign productions the contractor's liability is limited to the assignment of liability claim, which entitles the orderer against the delivery party of the foreign product unless the contractor is being taxed with intent or gross negligence during the use of the foreign production.

The orderer's right to assert a defect claim will be barred in all cases by the statute of limitation in two years (effective with the date of hand over)

Should the delivery, the assembly or commissioning of the delivery goods be delayed without the contractor's fault, the liability expires latest two years after transfer of danger as well.

Warranty will particularly not be taken over for damages which are originated as follows:

Unsuitable or improper usage, incorrect assembly respectively initial operation by the orderer or a third party, natural wear, incorrect or neglectful usage, unsuitable manufacturing equipment, exchange material, so long as they cannot be led back at the contractor's inducement. Material related, inescapable colour and hue differenced of originals or drafts do not authorize to reclaim. The orderer has to allow the contractor the necessary time and opportunity to correct e.g. remove possible defects. Exceptionally and solely in cases of emergency in order to ward disproportional, large damages the orderer has the right to remedy the deficiencies by himself or a third party and to demand the costs for this compensation from the contractor.

Ausnahmsweise und nur im Notfall zur

However the contractor has to be previously informed hereof and his approval has to be obtained.

The warranty time limit for the rework and possible spare parts is three months. Yet, it runs at least till the expiry of the primary warranty time limit for the delivery item. This will exceptionally be stopped by the rework. By possible, improper performed changes or repairs of the delivered item by the orderer or a third party without previous permission of the contractor, the liability and the hereby arising consequences are being reversed.

#### Graphic service

Pictures, film drafts based on final drafts or the like which have been handed over to us for processing purposes will be treated with general care. In the event of damage, inappropriate handling or loss the contractor is not liable for any value greater than the value of the material. Any drafts which are handed over to the contractor have to be insured against damaging, loss, theft etc. by the orderer. On special request, the insurance of the handed over drafts can take place at the orderer's expense.

#### 9. Place of jurisdiction

For all claims and lawsuits, including use and document cases originated from the contractual relationship the court of jurisdiction is Köln.

The effectiveness through possible invalidities of one or more clauses does not touch the effectiveness of the other clauses.

#### 10. Cancellation of a current order

The cancellation of a current order before production has started, leads to a payment obligation as high as 80% of the order amount, after production has started 100 % of the order amount.