

- Conditions of Sale –

The following general terms and conditions - Conditions of Sale – shall apply for the following companies:

– FIRMENGRUPPE APPL Holding GmbH & Co. KG,
Senefelderstraße 3–11, D-86650 Wemding, Germany
– appl druck GmbH, Senefelderstraße 3–11, D-86650 Wemding, Germany
– aprinta druck GmbH, Senefelderstraße 3–11, D-86650 Wemding, Germany
– m.appl GmbH & Co. KG, Senefelderstraße 3–11, D-86650 Wemding, Germany

– kuncke druck GmbH, Kornkamp 24, D-22926 Ahrensburg, Germany
– echter druck GmbH, Delpstraße 15, D-97084 Würzburg, Germany
– sellier druck GmbH, Angerstraße 54, D-85354 Freising, Germany
– PRINT.Forum Druck GmbH, Industriestraße 48, D-74912 Kirchardt, Germany

I. Applicability

1. The following general terms and conditions apply to all contracts, deliveries and other services in business transactions with non-consumers, unless otherwise expressly agreed upon in writing.
2. The general terms and conditions expressly apply to all present and future legal business relations.
3. Deviating, contradicting or supplementing general terms and conditions of the customer shall, even with knowledge thereof, not become an integral part of the contract unless their applicability is expressly approved of in writing.
4. The customer relinquishes the right to enforce his own general terms and conditions unless he expressly objects thereto in writing and requests individual agreements.
5. The supplier reserves the right to reject orders and to extraordinarily terminate existing contracts without notice, provided that the transmitted print data obviously are of pornographic or fascist content or violate the Constitution of the Federal Republic of Germany.

II. Conclusion of Contract

1. The offers included in the catalogues and contractual documents of the supplier are always subject to change without notice, as long as they are not explicitly designated as binding. They should only be considered an invitation to treat by the client. The order is accepted via an order confirmation or the execution of the order.
2. Insofar as employees of the supplier conclude verbal agreements or give assurances extending beyond the written contract, these always require the written confirmation of the supplier for their validity. This does not apply to oral statements by the management or by persons unrestrictedly authorised by the supplier.
3. In case of orders with delivery to a third party, the purchaser shall be considered to be the client unless otherwise expressly agreed.

III. Prices

1. The prices stated in the offer submitted by the supplier shall apply under the proviso that the order data underlying the submittal of quotation shall remain unchanged.
2. The prices stated by the supplier do not include value-added-tax and are valid for no more than four weeks. The prices of the supplier are ex works, in Euro and net. They do not include packaging, freight, postage, insurance and other shipping costs.
3. If the delivery or service shall take place four months after conclusion of the contract or later, the contracting parties shall be obligated to negotiate the prices in case of change of costs, wages, etc. again.
4. Additional costs caused through retrospective changes at the request of the customer, including machine idle times resulting from this, shall be invoiced to the customer separately. Repeated specimen proof prints, which are requested by the customer on account of slight deviations from the master copy shall also be deemed to be and treated as subsequent changes.
5. The costs of sketches, drafts, sample typesetting, proofs, samples, proof sheets, changes to supplied/transferred data and similar preliminary work undertaken at the instigation of the customer will also be charged to the customer. The same applies to data transfers of any kind.

IV. Quality

1. It is expressly agreed upon that the supplier is entitled to carry out deviations in colour, dimensions and design, unless the deviation prevents the technical use of the goods. Such deviations in colour, dimensions and design shall not be regarded as defects within the legal sense.
2. The contract goods are considered flawless, insofar as they are of the agreed quality and/or suitable for the agreed purpose.

V. Payment

1. Invoices (net price plus VAT) are payable without deduction within 14 days of the invoice date, unless agreed otherwise. Invoices are deemed received by the customer when they are sent (invoice date). Any agreement regarding a discount shall not apply to freight, postage, insurance or other shipping costs. The invoice shall be issued on the day of delivery, partial delivery or readiness for delivery (obligation to be obtained, default in acceptance). Bills of exchange and checks are not accepted as means of payment. Interests and expenses must be borne by the customer. They are to be paid immediately by the customer.
2. The client is only entitled to an undisputed or validly determined demand or exercise a right of retention. A client who is a registered trader as defined in the German Commercial Code (HGB) has no rights of retention or set-offs. However, the rights under section 320 of the German Civil Code (BGB) shall apply if the supplier has failed to fulfil his obligations under X.4.
3. If the fulfilment of the payment claim is endangered because of an impairment to the customer's financial position that occurred or became known after conclusion of the contract, the supplier may demand advance payment and payment of all outstanding invoices, including those that are not yet due, retain goods that have not yet been delivered and discontinue further work on current orders. The supplier shall also be entitled to these rights if the customer does not make any payments in spite of a reminder following a default; section 321 paragraph 2 German Civil Code (BGB) remains unaffected.
4. In the case of default of payment, default interest in the amount of 8 % over the respective base rate of the European Central Bank must be paid. The assertion of further default damage remains reserved. If the customer does not pay the price inclusive of incidental expenses according to figure III.1 within 14 days after the invoice date and delivery of the goods, he comes into default even without reminder.
5. The supplier is entitled to assign claims arising from this contract to third parties.
6. The client may only transfer, sell or pay his liabilities arising from the contractual relationship in the course of a centralised settlement with the written consent of the supplier. In all cases this must be free of charge to the supplier.
7. The supplier is released from all delivery commitments, irrespective of legal reasons if the customer does not settle an invoice at due date.

VI. Delivery

1. All deliveries shall be affected ex works.
2. The supplier shall dispatch the goods to the customer with due diligence but shall, however, only be liable in the event of intent or gross negligence. The risk involved passes to the client as soon as the goods have been handed to the freight carrier. The goods shall be insured according to the respective conditions of the transport carrier.
3. Delivery dates shall only be in effect if expressly confirmed by the seller. If the contract is concluded in writing, the confirmation of delivery must also be in writing.
4. Partial services and partial deliveries are permissible to reasonable extent.
5. In the event that the supplier fails to meet the delivery deadline, he shall be granted an appropriate grace period. Following the expiry of the period of grace to no effect, the client may withdraw from the contract. Compensation for the damage caused by delayed performance shall be limited to the amount of the order value (own performance excluding advance payment and material). The customer shall only be justified in exercising his rights in accordance with section 323 German Civil Code if the supplier is liable for the delay. This regulation does not alter the burden of proof.
6. Any disruption of operations such as strikes, lockouts or any other cases of force majeure occurring either at the supplier's premises or those of its suppliers shall only entitle the customer to withdraw from the contract in the event that he can no longer reasonably be expected to wait any longer; in all other cases, the agreed delivery deadline shall be postponed by the duration of the

delay. A termination is only possible at the earliest four weeks after the start of the aforementioned disruption. Liability on the part of the supplier is precluded in these cases.

7. In accordance with section 369 German Commercial Code (HGB) the supplier is entitled to retain any printed and stamped submissions, manuscripts, raw materials and other items supplied by the customer until full payment of all claims under the business relationship.

8. The supplier shall accept returned packaging to the extent of his obligations under the German packing regulations. The client may return packaging materials to the premises of the supplier during the usual business hours after prior notification in due time unless another delivery or collection point has been designated. The packaging can also be returned to the supplier at the time of delivery, unless another delivery or collection point has been designated. Returned packaging will only be accepted immediately after delivery and, in the case of subsequent deliveries, only after due notice and provision. The transportation costs for the used packaging shall be borne by the client. If the distance to a specified delivery or collection point is further than the supplier's premises, the client shall only bear such transport costs as would arise for the distance to the premises of the supplier. The returned packaging must be clean, free from foreign substances and sorted by type. The supplier shall otherwise be entitled to charge the customer for any additional costs of disposal.

9. Rental pallets shall be returned at the expense of the customer and at the latest four weeks after invoicing.

VII. Print Data, Obligation of Examination

The supplier executes all printing orders exclusively on the basis of the print data transmitted by the client. These data shall exclusively be transmitted in the formats and with the specifications stated in the customer information, specifically under the point "print data". Faultless printing cannot be guaranteed by the supplier if he was given differing data formats or other specifications.

The client is obliged to carefully review the transmitted print data to guarantee that they are suitable for the order to be performed before transmitting it to the supplier. The supplier examines the print data for their printability with regard to the points under "print data". If there are any mistakes or irregularities in the print data, the client shall be noticed. He is then obliged to have the supplier edit the data concerning their printability, deliver faultless print data or have the faulty data printed (cooperation acts of the client). The supplier does not examine the data. The risk involving any errors of printed matter due to faulty print data shall solely be borne by the client. At the express wish of the client, other formats than those stated in the customer information will also be processed, as far as technically possible. If the conversion of the data into formats that can be processed by the supplier results in mistakes or irregularities, they shall not be borne by the supplier. The client declares to solely bear the risk of conversion. If the print data is not transmitted in the CMYK mode, the supplier may convert the data. Deviations from the original colour due to conversions of RGB data or ICC colour profiles are natural. The liability for colour deviations of this kind lies exclusively with the client. With the transmission of print data in another mode than the stated CMYK mode, the client expressly declares that he bears the risk of conversion.

VIII. Subcontractor

The supplier is entitled to use subcontractors to fulfil contractual obligations.

IX. Retention of Title

1. The contractor reserves the right to retain the ownership of the delivered goods until full and complete payment of all current and future payment claims from the ongoing business relationship.

2. In case of breach of contract by the client, in particular in the case of non-payment of the due purchase price, the contractor is entitled, after unsuccessful expiry of a reasonable period of grace for the client, to take back the goods supplied under retention of title and the client is obliged to hand over the goods.

3. The client shall only be entitled to resale in the ordinary course of business. The customer hereby assigns its claims from the resale to the supplier. The contractor hereby accepts this assignment. The customer shall retain the right to collect his claim even after the assignment. The contractor commits to not collecting the claim as long as the client complies with his payment duties vis-à-vis the contractor, does not default in payment, no petition for opening of insolvency proceedings is filed and there is no other deficiency of its capability. Otherwise, the contractor may demand that the client informs him of the assigned receivables and the respective debtors and their addresses, gives him all information necessary for the collection of the claims, surrenders the relevant documents and informs his debtors about the assignment.

4. If the value of the securities should exceed the contractor's claims by more than 20 %, the contractor shall be obliged to release the securities he has himself defined when requested by the customer or a third party, who is adversely affected by overinsurance on the part of the contractor.

5. If the goods under retention of title are seized by third parties or other action by third parties, the client shall point out the property of the contractor and shall immediately notify the contractor in writing.

6. In the working and processing of goods supplied by the contractor, which are also his property, the contractor shall be considered to be the manufacturer pursuant to section 950 German Civil Code (BGB) and shall have the right of retention to the products during all processing phases. If third parties are involved in the working or processing, the contractor shall be limited to a co-ownership portion in the amount of the invoice value of the retained goods. The property thus acquired is considered conditional property. The same shall apply in case of processing and combining.

7. Prior to complete payment, the goods must not be pawned to third parties or transferred for security. The client must immediately inform the contractor in writing if there are any accesses of third parties to the goods belonging to the contractor.

8. The client shall be entitled to resale only in the normal course of business. The client hereby assigns its claims resulting from resale to the contractor. The contractor hereby accepts this assignment of the claim. If the realisable value of the securities exceeds the amount payable to the contractor by more than 10 %, the contractor shall release securities of his choice on demand of the client.

X. Complaints/Warranties

1. The client is in all cases obliged to promptly inspect goods to make sure that they comply with the contractual specifications, including all preliminary and interim products submitted for inspection. The risk of any defects shall be transferred to the buyer with the declaration of readiness for printing/declaration of readiness for production insofar as such do not concern defects which first occurred or could be discovered in the production process following the declaration of readiness for printing/declaration of readiness for production. The same shall apply for all other releases provided by the client.

2. Obvious defects or deficiencies must be reported in writing within a period of one week after receiving the goods, hidden defects must be reported within one week of discovery, otherwise the exercising of warranty claims is excluded. Further obligations pursuant to section 377 German Commercial Code (HGB) remain unaffected.

3. The customer shall allow the supplier the necessary time and opportunity for due subsequent performance and shall in particular hand over the faulty goods for inspection purposes.

4. In the event of a justified complaint, the supplier shall at his discretion and to the exclusion of further claims be obliged to remedy the defect and/or deliver a replacement up to the amount of the order value unless a warranted characteristic has been omitted to the supplier or its agents have acted with intent or gross negligence. The same shall apply in the event of justifiable objection to the rework or replacement. If the contractor should not comply with these obligations within a reasonable period, or if the rectification of the defects should fail despite repeated attempts, the customer shall be entitled to demand a decrease in payment (reduction) or a cancellation of the contract (revocation). Liability for consequential damages resulting from a defect shall be excluded unless the supplier or its agents have acted with intent or gross negligence.

5. Defects of a part of the delivered goods do not justify a right to reject the entire delivery unless the partial delivery is of no value to the customer.

6. Defects must always be reported before passing on the goods to third parties for further processing.

7. No claims can be accepted regarding slight deviations from the original for all manufacturing processes involving coloured reproductions. The same shall apply for the comparison with other model samples (e.g. digital proofs, proof copies) and the final product. Moreover, no liability shall be borne for deficiencies that do not impair the value or utility of the goods or do not impair these to a material degree.

8. In the case of deviations concerning the quality of the material used, the contractor shall only be held liable to the extent that its respective suppliers may be held liable. In such an instance the contractor is released from his liability if the contractor assigns his claim against the supplier to the client. The contractor shall be liable in the manner of a guarantor insofar as claims against the supplier do not exist through the fault of the contractor or if such claims are not enforceable.

9. The supplier is not under any obligation to examine deliveries (including data storage media or electronically transmitted data) supplied by the client or by any third party instructed by the client. This shall not apply for obviously unprocessable or unreadable data. In the case of data transmission, the client shall employ virus protection programmes that comply with the latest technical standards before the data is transmitted. Data protection is the sole responsibility of the client. The contractor is entitled to produce a copy.

10. Additional or short deliveries of up to 10 % of the ordered amount shall not give rise to a complaint. The quantity delivered is invoiced. For deliveries involving custom-made paper products, this percentage shall increase to 20 % for orders under 1,000 kg and to 15 % for orders below 2,000 kg.

XI. Liability

1. Claims for damages and reimbursement of expenses on the part of the client are excluded, regardless of their legal basis.
2. This exclusion of liability shall not apply in case of
 - damage caused by intent or gross negligence,
 - minor negligent infringements of essential contractual obligations, also by legal representatives or assistants of the contractors; in this respect he shall only be liable to indemnification for the contract-specific, direct average damage, which is foreseeable for this type of product. Essential contractual obligations are obligations, which must be fulfilled to enable proper enforcement of the contract and which the client is allowed to trust for compliance,
 - culpable injury to life, body or health of the customer,
 - fraudulent concealment of defects and deficiencies and assumed guarantee for the quality and nature of the goods and
 - claims under the German Product Liability Act.

XII. Limitation

The customer's claims for warranty and compensation shall become statute-barred within one year beginning with the delivery of the goods. This shall not apply to the claims stated under figure XI.2.

XIII. Partial Payments/Fail-safe Positions/Safety Positions

1. The contractor is entitled to send the buyer invoices for partial amounts or advance payment up to the entire amount of the contract. If the client fails to make payments to the contractor within 14 days of the invoice date, the contractor is not obliged to deliver the goods physically or by the agreed date until and unless the outstanding partial payments or advance payments have been made. Delivery dates confirmed by the contractor shall be postponed accordingly. If the client fails to make payments after repeated request to settle the invoiced partial payment and advance payment invoices after a reasonable deadline, the contractor is entitled to withdraw from the contract without further requirements. Any claim for damages and/or expenditures made by the customer are expressly excluded in this case.
2. If, after contract conclusions, the supplier gains knowledge of circumstances, especially delays in payments relating to earlier deliveries, and based on his dutiful commercial estimation allow the conclusion that his claim to the purchase price is in doubt due to the customer's poor financial solvency, the contractor is entitled, subsequent to granting an appropriate grace period, to demand partial payment or corresponding securities from the customer and in case of refusal, to withdraw from the contract, whereby the invoices for partial deliveries already affected will become due for immediate payment.

XIV. Production Clause

1. The customer confirms expressly that he has informed himself of the production before placing the order or that he does not intend to inform himself of the production of the contractor.
2. The customer acknowledges the production suitable for the contract goods and corresponding to the current state-of-the-art technology.
3. Products, which the customer releases after inspection of the first sample, are deemed to be free of defects under the terms of the contract and in relation to this product if the technical usability of the contract goods is the same as that of the first samples.

XV. Commercial Practices

In business transactions the commercial practices of the printing industry shall apply (e.g. no obligation to hand over interim products such as data, lithographies or printing plates that were produced to create the final product on order), provided that no other agreement has been made.

XVI. Periodic Processing

Contracts concerning regularly recurring works may only be terminated with a period of notice of 3 months to expire at the end of a month, unless otherwise agreed upon in writing. The notice of termination must be issued in writing. The right to extraordinary termination remains unaffected. The contractor shall in particular be entitled to terminate the contract without notice in cases where the customer falls into arrears either wholly or partly.

XVII. Contractual Penalty

The contractor is obliged to accept possible contractual penalties or any consequences of delay, which the client has agreed with his customers, only if the liability of the contractor is on the merits and to the extent to which the contractual penalties or consequences of delay were communicated to the contractor in writing before the contract was concluded. The amount of damages to be paid is limited to the value of the personal contribution of the printing house. We do not accept conventional or contractual penalties.

XVIII. Industrial Property Rights/Copyright, Ownership

1. Templates, raw materials, other materials, print substrates and other objects intended for re-use as well as semi-finished and finished products will be stored beyond the delivery date only upon prior agreement and against special remuneration, however, not for more than six months and will then be automatically disposed of at the client's expenses. The contractor is only liable for acts of intent and gross negligence.
2. All items used by the contractor to produce the contract goods, especially printing plates and standing types, shall remain the contractor's property, even when charged separately, and shall not be shipped.
3. The contractor shall be held solely responsible for the infringement of rights of third parties, in particular copyrights. The client shall exempt the contractor from all claims of third parties arising from any such infringement of a right.
4. The client declares to own all the rights (particularly copyrights and image rights) of the transferred or uploaded documents. The client declares by default that the documents are available for free use by copyright or that the necessary authority (transfer of author's rights, permit to use the image rights, use of intellectual property of third parties, etc.) has been granted, particularly in the case of reprints, presentation and adaptation or publication in the event of e-publications.

XIX. Non-disclosure Clause

1. The client shall undertake to treat all protectable aspects of the business relationship as confidential. The client will particularly treat all details, which are not obvious, commercial and technical and which become known to him through the business relationship, as commercial secrets. The confidentiality obligation does not include information or aspects of the business relationship that have already been publicly known at the time of the announcement, as well as information or aspects of the business relationship that had already been verifiably known to the customer before publication by the contractor.
2. Even after the termination of the business relationship, the client is obligated to maintain secrecy.

XX. Custody, Insurance

1. Products, to which the customer is entitled, in particular data and data carriers, shall only be archived by the contractor following explicit agreement and shall only be saved beyond the point in time when the final product is transferred to the customer or his assistant in the case of special remuneration, however, for a maximum of six months and shall then automatically be disposed of at the expense of the client. If the aforementioned items are to be insured, the client himself must provide for this, unless otherwise agreed on.
2. Remaining paper residues become the property of the contractor after dual request and after 6 months.
3. In the event that the objects described above are provided by the customer, they shall be handled with due care until they are returned. The contractor will only be liable for damage in the event of intent or gross negligence.
4. Any material procured by the customer, irrespective of the type, must be delivered to the contractor free and at the risk of the customer, punctually and on time. Receipt thereof shall be confirmed without giving any guarantee for the correctness of the amount marked as delivered. In the case of larger items, costs associated with payment or weight-related inspection as well as storage fees shall be reimbursed.
5. In the event that the customer fails to collect the stored goods within a period of 14 days, the safekeeping contract shall be considered terminated. Storage fees shall be charged from the day of the delay. Furthermore, the client shall be authorised to sell the goods (section 373 paragraph 2 sentence 1, 2 alt German Commercial Code). The client retains the proceeds.

XXI. Provision of Material

1. Material procured by the customer (including paper and work in progress), irrespective of the type, must be delivered free to our address in good order and condition. Receipt of the material will be confirmed without giving any guarantee as to the correctness of the amount marked as delivered. In the case of larger items, costs associated with payment or weight-related inspection as well as storage fees shall be reimbursed.
2. The client bears the risk of the processability of the materials provided by him. We are entitled to refuse material provided that we consider it unsuitable for the execution of the order from the start.
3. If paper and cardboard is supplied by the customer, the inevitable paper waste emerging in printing devices and production runs through trimming, punching and the like, shall become property of the contractor. The client shall take back all packaging materials.
4. In the case of damage to or loss of the material provided by the client, we are only liable if our agents or we have acted with intent or gross negligence.
5. Objects intended for re-use as well as semi-finished and finished products

including any residual materials belonging to the customer are kept beyond the delivery date only after prior agreement and against compensation. If no agreement

has been made and if the objects have not been recalled by the client within 4 weeks following the execution of the order, we are entitled to store these at a forwarding agent at the cost and risk of the client. The client is responsible for the insurance of the objects.

XXII. Imprint

The contractor may refer to his company in an appropriate way on the products resulting from the contract. The client may refuse this agreement only if it is against his prevailing interests.

XXIII. Place of Performance/Place of Jurisdiction/Applicable Law

1. The place of performance and the place of jurisdiction shall be the domicile of the contractor, when the customer is a business operator, a legal person, a person of the public law or a special fund under public law, or has not defined a general court of jurisdiction in the home country for all disputes resulting from the concluded agreement including legal proceedings involving cheques, bills of exchange and documents.

2. The contractual relationship shall be subject to German law. The application of the UN purchasing rights is excluded, as well as the standards of international private law that would lead to the application of foreign legal standards.

XXIV. Severability Clause

Should one or more of these terms and conditions become ineffective, the general effectiveness remains valid.

Conditions of Sale for the Website www.appl-shop.de

I. Applicability

1. The following general terms and conditions apply to all contracts of the Firmengruppe APPL, which shall be concluded via the website www.appl-shop.de. Clients in the sense of the terms and conditions are both consumers and entrepreneurs. The client is a consumer as long as the purpose of the services is not related to a commercial activity or to an activity of an independent entity. An entrepreneur is a natural or legal person or partnership with legal capacity, acting as a self-employed trader, businessman or professional person in the conclusion of the contract.

2. Deviating, contradicting or supplementing general terms and conditions of the customer shall, even with knowledge thereof, not become an integral part of the contract unless their applicability is expressly approved of in writing.

II. Conclusion of a Contract

1. The client concludes a service contract with the Firmengruppe APPL via the website www.appl-shop.de. The products presented at www.appl-shop.de do not constitute a binding offer. The client is placing an order. The acknowledgement of receipt of order takes place immediately after placing the order via e-mail to the client. At the same time, the contractor accepts the order of the client and the contract is concluded.

2. The conclusion of the contract is carried out in German and in accordance with German law. In case the customer does not receive an acknowledgement of receipt of the order within two weeks, neither the client nor the contractor are bound to the order and already received order data and data carriers shall be deleted.

3. With orders for delivery to third parties, the ordering party shall be deemed to be client insofar as no other express agreement has been made.

4. The contractor remains the right not to process orders, insofar as the content of the printed matter or the fulfilment of the printing order would infringe the prevailing penal law or could be punished as an administrative offence, if unconstitutional targets are being pursued with the printed matter or if the printed matter would violate general ethical values.

III. Information on the Right of Revocation

1. Consumers have a right of revocation for distance selling contracts. A consumer is a natural person who concludes a legal transaction for a purpose, which cannot be related to his/her work in a commercial or self-employed capacity.

2. The right of revocation shall not exist for distance selling contracts for the delivery of goods manufactured to customer specifications, goods that are clearly tailored to personal requirements or goods whose condition makes them unsuitable to be returned.

3. Agreement for the Coverage of Costs:

In the event that the customer makes use of his legal right of revocation, he

shall bear the regular costs of reshipment if the delivered goods comply with the ordered goods and if the price of reshipment does not exceed the amount of € 40 or if in the case of a higher price of the goods he has not yet performed the service in return or any partial payment as agreed upon the contract at the point in time of revocation. Otherwise, the return shipment is free of charge.

Cancellation Policy

Right of Revocation

You have the right to withdraw from the contract without having to provide a reason within a period of 14 days in writing (e.g. by letter, fax, e-mail) or, if the goods have been sent to you before the end of the deadline, by returning the goods. The period commences after receipt of this notification in writing, but not before receipt of the first consignment (in case of recurring deliveries of similar goods not before receipt of the first partial delivery), and also not before fulfilment of our duty to supply information in accordance with paragraph 246 section 2 in conjunction with section 1 paragraphs 1 and 2 Introductory Law of the German Civil Code (EGBGB) as well as our duties in accordance with section 312 g paragraph 1 sentence 1 German Civil Code in conjunction with paragraph 246 section 3 EGBGB. To comply with the revocation deadline it is sufficient to dispatch of revocation or the goods in time. The revocation is to be sent to: Firmengruppe APPL, Qualitätssicherung, Senefelderstr. 3-11, 86650 Wemding, Fax: +49(0)9092-999-209, E-mail: info@appl.de

Consequences of Revocation

In the case of an effective revocation, any mutually received services or payments and any profit derived therefrom (e.g. interest) shall be returned. If goods or usages (e.g. benefits from use) cannot be surrendered or surrendered partially or only be returned in a state worse than before, you will need to reimburse for the discrepancy in value. In the case of a deterioration of the item and for profits derived therefrom, you will only need to reimburse insofar as the profits or the deterioration can be traced back to a handling of the item other than what is necessary to ascertain the nature and functioning of the goods. The term "ascertaining the nature and functioning of the goods" refers to the testing and trying of the particular item, as for example possible and common in a retail shop. Goods consignable by parcel shipment shall be returned at our risk. You must bear the expense of the return consignment if the goods delivered correspond to those ordered and if the price of the returnable goods does not exceed € 40 or if in the case of a higher price of the goods you have not yet performed the service in return or any partial payment as agreed upon the contract at the point in time of revocation. Otherwise, the return shipment is free of charge. Goods not suitable for delivery by parcel shipment will be picked up. Obligations to reimburse payments shall be discharged within 30 days. This period shall commence for you upon sending your revocation notice or the goods and for us upon receipt thereof.

End of Cancellation Policy

IV. Payment

1. The prices stated at www.appl-shop.de apply subject to the reservation that the order data on which the offer is based remains unchanged. Value added tax is stated in the prices of the contractor. The prices of the contractor are ex works and do not include any packaging, freight, postage, insurance or other delivery expenses.

2. If the client is a registered business enterprise based in the EU but outside of Germany and if he has a valid VAT ID number, the invoice does not include VAT. If the customer is an entrepreneur based in non-EU countries, the invoice does also not include VAT.

3. The client is charged for changes to the order after acceptance of the order.

4. The payment is due immediately after conclusion of the contract and without any deductions. Payment can be made either by advance payment or PayPal. The contractor reserves the right to exclude certain terms of payment in specific cases. In the case of payment in advance, the client shall transfer the invoice amount within 10 days after conclusion of contract to the account of the contractor, stating the order number. The production of the goods will start after the payment has been transferred to the account of the contractor. For payment via PayPal the conditions of use of PayPal Europe S.a.r.l et Cie, S.C.A. apply. The individually applicable conditions of use can be found at www.paypal.com. The production of the goods starts after payment confirmation by PayPal.

5. The client may offset only against undisputed and legally effective claims or exercise a lien. A client who is considered a full trader as defined in the German Commercial Code has no rights of retention or set-off. The rights under section 320 of the German Civil Code shall, however, still apply if the supplier has failed to fulfil his obligations under figure VIII. 3.

6. If, following the conclusion of a contract, there are indications that the client may not be able to meet his payment obligations, the supplier shall be entitled to demand advance payment, withhold goods not yet supplied and cease any

further work relating to the order. The contractor also retains these rights, which are based on the same legal relationship, if the client has delayed payment for the deliveries. Section 321 German Civil Code shall remain unaffected.

V. Default in Payment

1. If fulfilment of the claim to payment is endangered because of an impairment to the customer's financial position that occurred or became known after the conclusion of the contract, the contractor may demand advance payment and payment of all outstanding invoices, including those that are not yet due, retain goods that have not yet been delivered and discontinue further work on current orders. The same rights shall apply if the purchaser fails to make a due payment after receipt of a reminder issued due to default in payment.
2. In the case of delayed payment, default interest of 5 % above the respective discount rate of the European Central Bank shall be paid; companies shall be charged 8 % above the respective discount rate of the European Central Bank. This will not exclude the right to pursue additional damage arising from delayed payments. If the client does not pay the price including the incidental costs according to figure II ("Consideration") within 10 days after receipt of invoice and delivery of the goods, this is considered a default even without a reminder.

VI. Delivery

1. The supplier shall execute the shipment for the customer with all due care and shall only be liable in the event of intent or gross negligence. The risk involved passes to the client as soon as the goods have been handed to the freight carrier. The goods are insured according to the general terms and conditions of forwarding by the carrier.
2. Delivery dates are only valid if the contractor expressly confirms them. The delivery period starts with the digital approval for printing through the client. Should the contract be concluded in writing, the delivery date must also be confirmed in writing.
3. If the contractor fails to meet the delivery deadline, a reasonable period of grace shall initially be granted. Following the expiry of the period of grace to no effect, the client may withdraw from the contract. Compensation for the damage caused by the delay shall be limited to the amount of the order value (own work excluding advance performance and materials). The customer can only exercise the rights under section 323 BGB, if the delay is caused by the contractor. Changes to the burden of proof are not connected with this regulation.
4. Disruptions of operations – both at the contractor's business as well as the supplier's – such as strikes, lock-outs as well as other cases of force majeure shall only justify the termination of the agreement, if a further waiting period can no longer be expected of the customer as a reasonable demand; in all other cases, the arranged delivery period shall be extended by the period of the delay. A cancellation is, however, only possible at the earliest four weeks after the beginning of the disruptions described above. Liability on the part of the seller is ruled out in these cases.
5. In the ordinary course of business, print and stamp samples, manuscripts, raw materials and other items put at the contractor's disposal by the client are subject to the right of retention in accordance with section 369 HGB German Commercial Code until all due claims from the business connection are completely fulfilled.
6. The supplier shall accept returned packaging to the extent of his obligations under the German packing regulations. The client may return packaging materials to the premises of the supplier during the usual business hours after prior notification in due time unless another delivery or collection point has been designated. The packaging can also be returned to the supplier at the time of delivery unless another delivery or collection point has been designated. Returned packaging will only be accepted immediately after delivery and in the case of subsequent deliveries only after due notice and provision. The transportation costs for the used packaging shall be borne by the buyer. If the distance to a specified delivery or collection point is further than the supplier's premises, the buyer shall only bear such transport costs as would arise for the distance to the premises of the supplier. The returned packaging must be clean, free from foreign substances and sorted by type. The supplier shall otherwise be entitled to charge the customer for any additional costs of disposal.

VII. Retention of Title

1. As far as contracts with consumers are concerned, the contractor will retain ownership of the goods until the purchase price has been fully paid.
2. For contracts with entrepreneurs, the contractor will retain ownership of the goods until full payment of all claims from a current business relationship have been made.
3. The entrepreneur shall only be entitled to resale in the ordinary course of business. He hereby assigns its claims from the resale to the supplier. The contractor hereby accepts this assignment. In the case of default the client

shall be obliged to name the debtor of the assigned receivables. If the value of the securities should exceed the contractor's claims by more than 20 %, the contractor shall be obliged to release the securities he has himself defined when requested by the customer or a third party, who is adversely affected by overinsurance on the part of the contractor.

4. In the working and processing of goods supplied by the contractor, which are also his property, the contractor shall be considered to be the manufacturer pursuant to section 950 German Civil Code and shall have the right of retention to the products during all processing phases. In case third parties are involved in the processing, the contractor is co-owner only up to the amount of the invoice price of the goods to which it retains title. Any property thus acquired is considered conditional property.

VIII. Complaints/Warranties

1. The client is in all cases obliged to promptly inspect goods to check that they conform to the contractual specifications, including all preliminary and interim products (proofs, prints, samples, digital print approval) submitted for inspection. The risk of any defects shall be transferred to the buyer with the declaration of readiness for printing/declaration of readiness for production insofar as such do not concern defects which first occurred or could be discovered in the production process following the declaration of readiness for printing/declaration of readiness for production. The same shall apply for all other releases provided by the client.
2. Obvious defects or deficiencies must be reported in writing within a period of one week after receiving the goods, hidden defects must be reported within one week of discovery; the dispatch of the notification within the deadline is sufficient, otherwise the exercising of warranty claims is excluded.
3. In the event of a justified complaint, the supplier shall at his discretion and to the exclusion of further claims be obliged to remedy the defect and/or deliver a replacement up to the amount of the order value unless a warranted characteristic has been omitted to the supplier or its agents have acted with intent or gross negligence. The same shall apply in the event of justifiable objection to the rework or replacement. If the contractor should not comply with these obligations within a reasonable period, or if the rectification of the defects should fail despite repeated attempts, the customer shall be entitled to demand a reduction in payment (abatement) or a cancellation of the order (revocation). Liability for consequential damages resulting from a defect shall be excluded unless the supplier or his agents have acted with intent or gross negligence.
4. Defects of a part of the delivered goods do not justify a right to reject the entire delivery unless the partial delivery is of no value to the customer.
5. No claims can be accepted regarding slight deviations from the original for all manufacturing processes involving coloured reproductions. The same shall apply for the comparison with other model samples (e.g. digital proofs, proof copies) and the final product. Moreover, no liability shall be borne for deficiencies that do not impair the value or utility of the goods or do not impair these to a material degree.
6. In the case of deviations concerning the quality of the material used, the contractor shall only be held liable to the extent that its respective suppliers may be held liable. In such an instance the contractor is released from his liability if the contractor assigns to the client his claim against the supplier. The contractor shall be liable in the manner of a guarantor insofar as claims against the supplier do not exist through the fault of the contractor or if such claims are not enforceable.
7. The contractor is not under any obligation to examine items (including data storage media or electronically transmitted data) supplied by the client or by any third party instructed by the client. This shall not apply for obviously unprocessable or unreadable data. In the case of data transmission, the client shall employ virus protection programmes that comply with the latest technical standards before the data is transmitted. Data protection is the sole responsibility of the customer. The contractor is entitled to make a copy. Data on CD/DVD as well as further order data cannot be returned.

IX. Liability

1. Any claims for damages and reimbursement of expenses on the part of the purchaser are excluded, regardless of their legal basis.
2. This exclusion of liability shall not apply
 - in the case of damage caused by intent or gross negligence
 - where material contractual obligations are violated as a result of ordinary negligence, also by legal representatives or agents of the contractor; insofar as he shall only be held liable for foreseeable, contractually typical, immediate average damage, depending on the type of product,
 - in the case of culpable injury to life, body or health of the customer,
 - in the case of fraudulent concealment of defects and deficiencies and assumed guarantee for the quality and nature of the goods, and for claims under the German Product Liability Act.

X. Limitation

The customer's claims to warranty and compensation (figures VII. and VIII.) shall become statute-barred within one year beginning with the delivery of the goods with the exception of the claims for damages specified in f VII. 2. This shall not apply if the contractor has acted in a fraudulent manner.

XI. Commercial Practices

In business transactions, the commercial practices of the printing industry shall apply (e.g. no obligation to hand over interim products such as data, lithographies or printing plates that were produced to create the final product on order), provided that no other agreement has been made.

XII. Archiving

Products to which the customer is entitled, in particular data and data carriers, shall only be archived by the contractor following explicit agreement and shall only be saved beyond the point in time when the final product is transferred to the customer or his assistant in the case of special remuneration. If the aforementioned items are to be insured, the customer himself must provide for this, unless some other agreement has been made.

XIII. Industrial Property Rights/Copyright, Ownership

1. All items used by the contractor to produce the contract goods shall remain the contractor's property, even when charged separately, and shall not be delivered.
2. The contractor shall be held solely responsible for the infringement of rights of third parties, in particular copyrights. The client shall exempt the contractor from all claims of third parties arising from any such infringement of a right.
3. All news, graphics and the layout of the website of the contractor serve exclusively as information. The usage takes place at one's own risk. All data of this offer are protected by copyright. Copying and printing of the entire website is only permitted for the purpose of placing an order. Any processing, reproduction, distribution and/or public display exceeds the intended use of the databases herein and constitutes a violation of copyright which shall be prosecuted under criminal law and result in claim for damages. All other trademarks, product names and company names and/or logos shown on the website of the contractor are sole property of the corresponding owners. All rights reserved.
4. The client declares to own all the rights (particularly copyrights and image rights) of the transferred or uploaded documents. The client declares by default that the documents are available for free use or that the necessary permission (transfer of author's rights, permit to use the image rights, use of intellectual property of third parties, etc.) has been granted, particularly in the case of reprints, presentation and adaptation or publication in the event of e-publications.

XIV. Safekeeping, Insurance

1. Templates, raw materials, other materials, print substrates and other objects intended for re-use as well as semi-finished and finished products shall only be stored beyond the delivery date subject to prior agreement and against separate remuneration. The contractor is only liable for acts of intent or gross negligence.
2. In the event that the objects described above are provided by the customer, they shall be handled with due care until they are returned. The contractor will only be liable for damage in the event of intent or gross negligence.
3. If the items mentioned above need to be insured, the client shall be responsible for the insurance.
4. Any material procured by the customer, irrespective of the type, must be delivered to the contractor free and at the risk of the customer. Receipt thereof shall be confirmed without giving any guarantee for the correctness of the amount marked as delivered. In the case of larger items, costs associated with payment or weight-related inspection as well as storage fees shall be reimbursed.

XV. Imprint

The contractor may refer to his company in an appropriate way on the products resulting from the contract with approval of the customer. The client may refuse this agreement only if it is against his prevailing interests.

XVI. Place of Performance/Place of Jurisdiction/Applicable Law

1. The place of performance and the place of jurisdiction shall be the domicile of the contractor, when the customer is a business operator, a legal of the public law or a special fund under public law, or has not defined a general court of jurisdiction in the home country for all disputes resulting from the concluded agreement including legal proceedings involving cheques, bills of exchange and documents. The application of the UN purchasing rights is excluded.
2. Should one or more of these terms and conditions become ineffective, the general effectiveness remains valid. The invalid terms and conditions shall be replaced by terms and conditions that come closest to the required economic purpose.

XVII. Data Protection Declaration

1. General data protection

We place great importance on the protection of your personal data during your visit to our website and meet all the technical and organisational necessary measures for this purpose to ensure that we comply with the legal regulations in terms of data protection and that all data is prevented from access by third parties. In conjunction with your use of our internet offer, records of visitor accesses are transmitted to our web server, which is indispensable for organisational and technical reasons. This includes data regarding the IP address of your computer, the website which the data file was requested from, the name of the requested data, the date and the time as well as the duration of the request, the volume of transferred data, the browser type and version as well as the operating system. These anonymous data do not allow any inferences to particular persons.

2. Use and disclosure

We inform you that the data transmitted by you in the course of business transactions will be processed and stored. Personal data as defined in the German Data Protection Law (BDSG) are details (e.g. your name, e-mail address and postal address) about personal or factual circumstances of a natural person. We will only use your personal data without your permission in order to conclude contracts and process requests. Your personal data shall only be passed on to third parties if this is necessary for concluding contracts (particular the passing on of order data to suppliers) or for invoicing purposes. In these cases, the scope of the transmitted data shall be restricted to the necessary minimum. Only if you have previously granted permission, your data will be used for advertisement and marked research. You are entitled to cancel consent at any time. The transfer of such data to governmental institutions and authorities which are entitled to obtain such information are carried out within the legal obligation to disclose or if we are required to disclose by a court decision.

Your personal data shall neither be sold to third parties nor marketed in another manner. The deletion of the personal data stored is carried out if you revoke your consent to the storage, if knowledge of the same is no longer necessary to the fulfilment of the purpose pursued with the storage or if the same is inadmissible on other legal grounds. We save order-related data until the final fulfilment of a contract. After that, the data shall be destroyed.

3. Use of cookies

We use cookies on various pages in order to make our websites more attractive to visitors and to enable you to use them. The so-called cookies are text files that are stored on your computer when you access our website. You can set your browser to inform you about placing cookies, decide about the acceptance or completely reject or accept them. If the storage of cookies is prevented, the functional range of our website could be limited.

4. Links to other websites

This data protection declaration only applies for the website www.appl-shop.de of the Firmengruppe APPL. The website may contain links to other providers. We have no influence on the compliance of data protection rules by these providers. Therefore, please inform yourself about the data protection rules available on the websites of the other providers.

5. Right to information

You have the right at any time and free of charge, to consult your data recorded by us, its origin and recipient as well as the purpose of the data processing. On demand this information may also be provided electronically. Should you have any questions concerning the processing of your personal data or would like to receive information about your stored data, you are welcome to contact the Data Protection Officer of the Firmengruppe APPL:

Firmengruppe APPL, Erwin Wurm, Senefelderstr. 3-11, 86650 Wemding, Phone: +49(0)9092/999-125, Fax: +49(0)9092/999-259, E-mail: e.wurm@appl.de

6. Changes to the data protection declaration

If a change to the data protection declaration is necessary due to a technical development, we reserve the right to change or complement this declaration. Therefore, please take note of the current version of our data protection declaration.

7. Google Analytics

This website uses Google Analytics, a web analysis service of the Google Inc. ("Google"). Google Analytics uses so-called "cookies", text files, which are stored on your computer and which allow an analysis of the use of the website by you. The information generated by the cookie concerning your use of this website is generally transferred to a Google server in the US and stored there. In the case of activating the IP-anonymisation on this website, your IP address will previously be abbreviated by Google within member states of the European Union or in other states that are party to the Agreement on the European Economic Area. Only in exceptional cases will the entire IP address be transferred to a Google server in the US and abbreviated there. Under the authority of the provider of this website, Google will use this website to evaluate your usage of the website, to create reports on the website activity and to perform further

services for the website operator connected to the usage of the website and of the internet. The IPAGB address transferred from your browser within the scope of Google Analytics will not be combined with other data from Google. You can prevent the storage of the cookies by selecting the relevant settings of your browser software, however, please note that if you do this you may not be able to use all functions of this website. Furthermore, you can download and install the browser plug-in available at the following link (the current link is <http://tools.google.com/dlpage/gaoptout?hl=de>) in order to prevent Google from capturing and processing the data created by the cookie and related to your use of the website (incl. your IP address).

Conditions of Purchase

The following General Terms and Conditions

- Conditions of Purchase – shall apply for the following companies:

- FIRMENGRUPPE APPL Holding GmbH & Co. KG,
Senefelderstraße 3-11, 86650 Wemding
- appl druck GmbH, Senefelderstraße 3-11, 86650 Wemding
- aprinta druck GmbH, Senefelderstraße 3-11, 86650 Wemding
- m.appl GmbH & Co.KG, Senefelderstraße 3-11, 86650 Wemding
- echter druck GmbH, Delpstraße 15, 97084 Würzburg
- kuncke druck GmbH, Kornkamp 24, 22926 Ahrensburg
- PRINT.Forum Druck GmbH, Industriestraße 48, D-74912 Kirchartd
- sellier druck GmbH, Angerstraße 54, 85354 Freising

I. Applicability/Conclusion of Contract

1. The following general terms and conditions – conditions of purchase - are valid for all contracts, deliveries and other services in business transactions with non-consumers, unless otherwise expressly agreed upon in writing.
2. The general terms and conditions expressly apply to all present and future legal business relations.
3. Deviating, contradicting or supplementing general terms and conditions of the customer shall, even with knowledge thereof, not become an integral part of the contract unless their applicability is expressly approved of in writing.
4. The customer relinquishes the right to enforce his own general terms and conditions unless he expressly objects thereto in writing and requests individual agreements.
5. Contracts of all kind as well as their alterations or additions have to be made in writing. Fax and e-mail also count as written form. Oral agreements are only binding for us if confirmed by us in writing.
6. We do not grant remuneration or compensation for visits or the preparation of offers, projects etc.

II. Prices

1. The agreed prices are fixed prices in Euro and net, insofar as no other agreements have explicitly been made. Costs for packaging, freight and transport, insurance or other are included in the prices to the shipment address or point of use specified by us. If packaging is invoiced to us separately, we shall be entitled to return packaging that is in good condition against 2/3 of the value in this respect resulting from the invoice. The agreement regarding the place of fulfilment shall remain unaffected by the pricing.
2. The supplier shall inform us of any increase in costs likely to arise when executing an order, irrespective of their cause, and shall beforehand obtain our explicit consent in writing.

III. Risk of Loss

Delivery shall be at the risk of the supplier. Any risk of deterioration including accidental destruction shall remain with the supplier until delivery is made to the specified delivery address or point of use.

VI. Payment

1. Invoices must be presented separately and in appropriate form to the customer in a single copy with all associated documents and data (particularly job number, name of the ordering party, cost centre, order number, article number) after completed delivery to the address stated in the order. Invoices showing factual or calculative deficiencies do not cause a payment obligation until corrected and can, in case of significant deficiencies, also be returned by us before the payment deadline. In the latter case, the payment period only starts with the receipt of the corrected invoice. The supplier is liable for consequential delays, unless he is not responsible. A contractual penalty amounting to € 50 will be charged for every incorrect invoice for the additional expenses caused hereby.

2. Unless partial deliveries are expressly agreed upon, an overall invoice shall be produced for each order after complete delivery.
3. Payments are made, provided that nothing else has been agreed in our order, after acceptance of goods and/or service provision and billing. We reserve the right to pay within the agreed-upon discount period (at the earliest after 14 days) with a discount of 3 % or (at the earliest after 30 days) net without deduction.
4. The payment period starts on the day the client of our group of companies receives the actual invoice, however, at the earliest with acceptance of the goods or service received.
5. Payment shall take place during the next weekly payment cycle following the due date by direct payment (Mondays, in the case of holidays on the next working day). The payment is considered successful when deducted from one of our bank accounts.
6. In the case of faulty delivery or service, we are entitled to retain payment until proper fulfilment.
7. In the event of an early acceptance of deliveries, the payment period shall begin on the performance or delivery date specified in the order or from the date of receipt of the invoice, whichever is later.
8. In the case of advance payments, your company shall provide an adequate security at request, e.g. a bank guarantee.
9. Several charges for international transfers shall be borne by the payment recipient.
10. Without our written consent, the supplier can neither entirely nor partially transfer his contractual claims to third parties. For assignments in advance within the framework of a retention of title by presuppliers of the supplier, the approval is given only subject to the provision that a set-off with counterclaims acquired subsequent to notice of the assignment is admissible.

V. Delivery Dates/Delayed Delivery

1. The agreed dates shall be binding. Relevant for compliance with the delivery date or the delivery deadline is the receipt of the contractual goods at the place of delivery or usage site determined by us.
2. If the supplier realises that a date agreed upon cannot be met for any reasons whatsoever, he shall immediately inform us in writing, stating the reasons and the duration of the delay.
3. If the agreed times cannot be met due to a circumstance that is the responsibility of the supplier, we shall be entitled, at our discretion, to demand compensation instead of the service and/or to obtain an alternative from a third party or to withdraw from the contract after expiration of a reasonable extension of time determined by us. The acceptance of the delayed delivery/service does not entail any waiver of claims for compensation.
4. Force majeure and industrial disputes shall only release the supplier from his obligations for the duration and extent of the disruption. The contracting parties are committed, to a reasonable extent, to immediately provide the required information and to adapt their obligation to the changed circumstances in good faith. We are completely or partially exempted from the obligation to accept an ordered delivery or service and entitled to withdraw from the contract if we can no longer use such delivery/service – from an economic perspective – due to a delayed delivery/service on account of an event of force majeure or industrial disputes.
5. If the delivery is carried out earlier than agreed, we reserve the right to return the goods at the supplier's expense. If no return takes place in the case of an early delivery, we shall store the goods until the scheduled delivery date at the supplier's expense and risk.
6. We only accept partial deliveries following explicit agreement. Where partial deliveries have been agreed to, the remaining items shall be listed in the delivery note.

VI. Correction of Faults and Guarantee

1. The supplier guarantees and pledges that all items delivered by the latter and all the services provided by the latter comply with state-of-the-art technology, the relevant legal provisions and the regulations and directives of authorities, professional insurance associations and trade associations and also meet the functions and specifications required. The supplier shall particularly guarantee that the execution corresponds with the accident prevention and industrial protection directives as well as the generally recognised rules relevant to safety and occupational health. If deviations from these regulations are necessary in specific cases, the supplier must obtain our written consent. The obligation of guarantee of the supplier shall remain unaffected by such consent. If the supplier has reservations concerning the type of execution desired by us, he must notify us immediately in writing.
2. The supplier shall confirm the CE conformity of the items delivered by him in writing and in good time.
3. We will report visible defects in the delivery/service to the supplier immediately, as soon as such defects are detected in the course of the usual

business processes, however no later than 7 days after delivery or knowledge of the defect. Deliveries in excess or below the contracted quantity shall generally not be accepted. If it becomes necessary as a result of defective deliveries to carry out a complete inspection of the incoming goods, which exceeds the level of the normal inspection, the supplier shall bear the cost thereof.

4. Notice of defects during the limitation period with regard to the delivery/service, which also include the non-attainment of guaranteed data and the absence of promised features, shall be remedied immediately on demand and free of cost, including any side costs, as chosen by us, either by repair or exchange of the defective parts. Additional legal claims, particularly claims for subsequent performance, reduction in price, withdrawal from the contract or compensation, shall remain unaffected.

5. If the supplier fails to comply with his obligation to supplementary performance within a deadline determined by us, we shall be able to execute the necessary measures ourselves at the supplier's expense and risk regardless of his obligation to supplementary performance or have them executed by a third party. In urgent cases and subject to an agreement with the supplier, we are entitled to perform remedial actions ourselves or have them performed by third parties. We shall be entitled to remove small defects ourselves – subject to our duty to minimise damage – without prior agreement and the expenditure charged to the supplier, without affecting as a result the supplier's obligation to remove defects. The same shall apply if there is a risk of unusually high damages.

6. The limitation period shall be 24 months, unless expressly agreed otherwise. It begins with the delivery of the items to be supplied to us or to a designated third party at a delivery address or point of use specified by us. For devices, machines and systems, the limitation period starts with the acceptance date stated in our written acceptance declaration of our purchasing department. In the case of spare parts that could not be made to function during the inspection and/or repair of the fault, the current warranty period shall be extended by the period of operational interruption. The limitation period for repaired or replaced goods shall begin again on the respective date, over and beyond the legal restraint.

7. For capital goods, the supplier guarantees the subsequent delivery of spare parts and accessories for the fiscal depreciation period of the products. The supplier shall immediately inform us, at the latest 6 months prior to ceasing production or ceasing to deliver spare parts.

8. If claims are made against us because of violation of official safety precautions or because of domestic or foreign product liability regulations or laws due to a defectiveness of our product that was caused by a commodity of the supplier, we shall be entitled to demand from the supplier compensation for the damage to the extent that the damage was caused by the products delivered by the supplier. This damage shall also include the costs of a precautionary product recall. The supplier shall label the delivery goods so that they may be permanently recognised as his own products. Moreover, the supplier shall provide adequate insurance against all risks deriving from product liability to an extent that is yet to be determined and shall present the insurance policy to us on request.

VII. Property Rights

The supplier guarantees that all deliveries/services are free of third party property rights and that, in particular, patents, licenses and other property rights of third parties are not violated through the shipment and use of the delivery items provided. The supplier shall indemnify us and our customers from claims of third parties due to possible violations of property rights. We are entitled to obtain permission from the authorised parties to use the relevant items and services supplied at the expense of the supplier.

VIII. Drawings

All drawings, data and other items made available to the supplier for the production of the goods, or produced by him according to our specifications, remain our property and may not be used for other causes or made available to third parties. They shall be returned to us unsolicited after processing our request or order.

IX. Termination

In the case of standing orders the mutual period of notice is 3 months before the end of the year.

X. Confidentiality

1. The supplier shall undertake to treat as a trade secret all commercial and technical details not commonly known and which become known to him in the course of the business relation and shall not to disclose them to third parties. He shall oblige his sub-suppliers accordingly.

2. The supplier shall treat the conclusion of the contract as confidential. He may only refer to the business relationship with us in advertising materials and reference lists after we have given our consent thereof.

XI. Delivery Requirements for Supplements, Inserts, Fixed Inserts, Samples, Labels

1. The following points shall be considered for a smooth and top quality processing of special insertions:

1.1 Accompanying documents

A delivery note containing the following information shall be enclosed to every shipment:

- a) Sender with telephone number
- b) Title and edition of the magazine/book
- c) Occupational region
- d) Type: supplement, bound-in, tip-on, sample, label
- e) Name of special insertions
- f) Identification notes, e.g. code numbers
- g) Total quantity and/or quantity of partial delivery
- h) Amount of pallets/packaging per identification note

If the labelling is not sufficient and goods can therefore not be assigned, receipt shall be refused.

2. Labelling of the pallet/packaging

Every pallet and all packaging must contain the following information (on top and once on the side):

- a) Name of the client
- b) Title and edition of the magazine/book
- c) Occupational region
- d) Type: supplement, bound-in, tip-on, sample, label
- e) Name of special insertions
- f) Identification notes, e.g. code numbers
- g) Total quantity and/or quantity of partial delivery
- h) Amount on the pallet/in the packaging
- i) Amount of pallets/packaging per identification note

Special insertions shall be delivered according to item type per pallet or packaging. In the case of delivery in bars, the bar length has to be between 1,100 and 1,200 mm. The direction of the first page within the special insertion has to be stated.

3. Packaging

The packaging shall be chosen so that a safe transport (protection against deformation and moisture) is guaranteed and environmental aspects are taken into account. Palletising has to be on EUR pallets 800 x 1,200 mm, max height 1,200 mm, max. weight 800 kg. Samples shall be delivered in the standardised magazine packaging. Badly damaged goods or goods delivered in lattice boxes shall not be accepted.

4. Production requirements

- a) Grip height of the piles of parcel 10 cm to 12 cm per layer not entangled.
- b) Revenue stamps, elastic bands etc. lead to increased expenditure and additional costs.
- c) The individual items sticking together, e.g. through electrostatic charge, humidity, adhesive residues and adhesive colours, punching deformations, ridges, undercuts mechanical processing, which causes additional costs, is prevented.
- d) Delivery of products with bent corners, creases etc. can lead to performance reductions and thus to corresponding additional costs.
- e) Compliance with the respective production location for the delivery of labels. Otherwise additional costs can occur.

5. Goods receiving times

Monday through Friday from 7 AM to 5 PM, delivery at the latest 5 working days before processing begins. The products are accepted with reservation. Processing quality and quantity are not examined during acceptance.

XII. Final Provisions/Place of Jurisdiction

1. If individual parts of these general purchasing conditions should be ineffective, the validity of the other provisions shall not be affected.

2. The supplier is not entitled, without our prior written consent, to pass on the order to third parties.

3. Unless otherwise expressly agreed, the place of performance for the delivery obligations is our designated address for shipment and/or point of use; for all other commitments of both parties it shall be Wemding.

4. We reserve property rights and copyrights of images, drawings, specifications or other documentations or tools provided to or developed for us by the supplier. They must be exclusively used for the production of our orders and must be returned to us unsolicited after the completion of the order. These images, drawings, specifications or other documentations are considered confidential information irrespective of whether they are described as such or not. Figure VII applies accordingly. Aids, devices and other materials ("materials") such as tools acquired or produced by the supplier on our costs to process our orders shall pass into our property. They shall be detained appropriately and handed out to us after completion of the order. In case we provide the supplier with materials, we also reserve the ownership of them. Processing or alteration by the supplier shall be made for us as producers. If the goods subject to our retention

of title are processed with other objects not belonging to us, we shall acquire co-ownership of the new item in proportion to the ratio of the value of our item (purchase price plus VAT) to the other processed objects at the time of processing or combining. If such combining is done in a way that the material of the supplier is to be considered the main property, it is considered agreed that the supplier transfers to us the proportional co-ownership. The supplier retains either our sole or co-ownership. Insofar as our security rights arising from clause X should exceed the purchasing price of all of our reserved objects by more than 10 %, we are obliged to release the security rights at the supplier's insistence at our option. We retain ownership to the tools. The supplier is obligated to deploy the tools solely for the production of the goods ordered by us and detain and maintain them for us carefully and at his expense. We shall recognise a simple retention of title on the side of the supplier if the supplier expressly indicated to this reservation on the confirmation of our order. We object any retention of title beyond the scope described.

5. The supplier and/or the storehouse assigned by the supplier is obliged to excessively insure the materials and tools supplied by us or goods produced for us as part of a warehouse property insurance against damages caused by fire, water and (break-in) robbery.

6. The supplier shall only deploy employees in accordance with the statutory provisions of the fulfilment of the performance owed, employees who have a valid work permit for the Federal Republic of Germany or, insofar as the performance is not executed in Germany, a valid work permit of the corresponding manufacturing or service country, who are registered with the German social insurance carrier or the social insurance carrier of the corresponding manufacturing or service country and whose performance including the taxes and other expenses linked is calculated correctly. All applicable taxes and social security contributions are payable by the supplier fully and at due date to the responsible collection authority (social security insurance carrier, finance authority or similar). The employees have a valid employment contract with the supplier and receive a salary according to the applicable legislation. The employees have been instructed by the supplier to strictly observe the regulations concerning employment protection and general youth work protection and the applicable requirements imposed by law or by official bodies in each case. The supplier shall continuously monitor the compliance with the above-mentioned requirements.

7. The supplier guarantees and ensures the compliance with all protective laws, in particular child labour, anti-discrimination law, occupational safety, fire protection and the Closed Substance Cycle and Waste Management Act.

8. Place of jurisdiction is Wemding. Supplementary hereto, the contract shall be subject to the law of the Federal Republic of Germany solely. The UN Sales Convention as well as the corresponding standards of the Private International Law, which would result in the application of legal foreign standards, are excluded.

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