



## §1 Payment and Transaction Conditions

These general terms and conditions are components of every contract concluded with us, to the extent that nothing to the contrary is arranged in writing. All requirements and conditions that are made in the other portion of the contract and do not agree with our general terms and conditions are only valid if they are acknowledged explicitly in writing; they apply only to the contract for which they were agreed upon. In other cases such requirements and conditions are not binding for us even if we do not reject them. Contracts and our general terms and conditions are still binding even if individual points prove legally unenforceable. In place of any unenforceable provisions, it is agreed that provisions which will best serve the financial objective of the unenforceable clause will be adopted.

## §2 Offer

The prices stated in our offer apply under the reservation that the order data that formed the basis for the offer remain unchanged. Our prices do not include any VAT. They apply ex works, Cologne. Packaging, freight and shipping are not included in the price and will be arranged optionally. Costs that arise due to changes made by the customer after the fact, especially those incurred from any idling in production that is caused thereby will be borne by the customer. Repetitions of proofs and /or test prints are also deemed changes if they are demanded by the customer on the basis of slight deviations from the template. Samples, drafts, test prints and other preliminary work that the customer initiates must be paid for by the customer even if the order is not issued.

## §3 Issuing the Order

The customer is bound by the order as issued. Only the written order from the customer or our written confirmation of the order is binding for the execution and delivery of the order.

## §4 Delivery

The delivery period begins on the first working day after receipt of the written issue of the order and all related documents necessary for production, provided we receive them by 9:00 AM. We will state the delivery period in working days or calendar weeks. Working days are Monday through Friday, excluding holidays. We will carry out shipping for the customer with all due diligence. We are only liable for defects in the case of malicious intent or gross negligence. The goods will be shipped only according to a written shipping order from the customer that must be in our possession at the time the order is issued. The delivery period is deemed met if the object of delivery has left our works by the expiration of the delivery period or the readiness for shipping has been communicated. If delivery is delayed beyond the agreed-upon deadline, the customer must first grant an appropriate grace period in writing. Once this grace period has expired without performance, the customer can withdraw from the contract unless this period expires for reasons for which we cannot be held responsible; these are specifically labour unrest (strikes, lock-outs), force majeure as well as unforeseen hindrances that we did not intend and to the extent that these hindrances have a demonstrably significant influence on the completion or shipping of the object of delivery. This also applies if the conditions affect one of our sub-suppliers. If the customer suffers a loss due to a delay that occurs as a result of our culpable actions, the customer is entitled under exclusion of other claims to demand compensation for default. This amount will come to 0.5% of the value of the portion of the total shipment that cannot be used on time or in conformity with the contract as a result of the delay, for each full week of delay, up to a maximum of 3.5%. If shipping is delayed at the customer's, the latter will be charged the costs accrued for storing the goods, beginning one month after readiness for shipment is reported, with a minimum of 3.5% of the billed amount for the each month of the delivery requested. Fixed delivery deadlines (§ 361 BGB [Civil Code]) are only binding if we have confirmed them in writing as being of binding nature. Compliance with the delivery deadline assumes the customer's fulfilment of its contractual obligations.

## §5 Damages and Losses, Transfer of Risk

The risk is transferred to the customer at the latest with the shipping of the object of delivery. This also applies if partial shipments are done or if we have also taken on other services such as shipping costs or transport and set-up. Upon request by, and at cost to the customer, we will have the shipment insured against theft, breakage, transport damages, fire damages or water damages as well as other insurable risks. If shipping is delayed due to conditions for which we cannot be held responsible, the risk transfers to the customer on the day the goods are ready for shipping. Any liability on our part prior to transfer of risk for damages or losses that affect the property of others that is in our possession for whatever reason, whether from theft, fire, water or other hazards, only exists in the case of malicious intent or gross negligence. These liability restrictions apply especially to subsequent damages regardless of their nature.



## §6 Complaints

The customer is required to check immediately the preliminary and intermediate products provided for correction, to check their conformity with contractual specifications and to register any complaints at once in writing. On release for printing the risk for any errors shall be transferred to the customer provided that these are not errors that only occur during the production following release or could only be detected then. The same applies to all other release declarations from the customer for continued production or through shipping. Complaints must be registered immediately but at the latest within a week of receipt of goods and must be specified as exactly as possible. Oral or telephone complaints must be confirmed in writing immediately. The customers' right to assert claims deriving from defects in all cases expires 6 months from the date of the timely reporting of the complaint. If the complaint of defect is justified or if promised characteristics are absent, we can, at our discretion and under exclusion of other claims, perform remedial work or provide a replacement shipment up to the full value of the order. The like applies in the event that there is a justified complaint regarding the remedial work or replacement shipment. In the event of delayed, neglected or unsuccessful remedial work or replacement shipment, the customer can withdraw from the contract. Any additional claims on the part of the customer, especially any claim on compensation for damages that did not actually affect the object of delivery itself are excluded. If the order was placed for contracted processing or other processing, we are not liable for any detriment caused to the products to be improved or processed to the extent that the damage was not caused through gross negligence or malicious intent. If a portion of the shipment evinces defects, this does not justify a complaint encompassing the entire shipment. We basically accept no liability for damages that arise from the following grounds: Unsuitable or improper use, natural wear and tear, deficient or careless handling, slight deviations from the original in colour reproductions, especially slight colour differences between the individual sheets of multi-part posters, slight differences between proofs and full production prints. If we are required to use external products for the contractually specified works, our liability with respect to the external products is restricted to the assignment of the liability claims that we would hold against the supplier of these external products or the external service. Excess shipments or shipments with insufficient quantities of up to 10% of the ordered print runs cannot be subject of complaints. The delivered quantity will be calculated.

## §7 Archiving

Templates, digital data, print substrates and other objects needed for re-use as well as semi-finished and finished products will only be kept on condition of prior arrangement and in return for a specified compensation. The objects named above will be treated with due care until the date of shipment, to the extent that they are provided by the customer. We are only liable for damages in cases of gross negligence or malicious intent. Should any of the aforementioned objects be insured, this will need to be done by the customer.

## §8 Default of Acceptance, Storage of Finished Goods

The customer enters into default if he does not accept the goods completely within a week of our request. Paid but not accepted finished goods will be disposed of at the customer's expense at the latest 6 months after the customer enters into default. In case of default, a default interest of 8% p.a. over the base rate will be charged. The assertion of a further claim for damages caused by default is hereby not excluded.

## §9 Reservation of Title

The delivered item remains the property of the user until it is paid in full. Between merchants and/or in the case of deliveries for use in the recipient's business operations, the delivered goods will remain the property of the user until the complete payment of all claims of the user against the customer existing at the date of invoicing. If the customer is an entrepreneur, then he/she is only entitled to re-sale in a regular business transaction. The customer herewith assigns his claims from the re-sale to the user. The user accepts this assignment. At the latest in the case of default, the customer is obligated to name the debtors owing the assigned claims. If the value of the securities existing for the user exceeds the claims total by more than 20%, then the user is to that extent obligated, on request from the customer or a third party harmed by the excess of security, to release securities of his own choice.

If the customer is an entrepreneur, then during the processing or working of goods delivered and owned by third parties, the user is to be treated as a manufacturer as defined under § 950 BGB (Civil Code) and will retain at that time of processing ownership of the products. If third parties are involved in processing or working, the user is restricted to a partial co-ownership in the amount of the invoiced value of the good standing under reservation of title. Ownership obtained in this manner is deemed reservation of title.

## §10 Concluding Provisions

The court of jurisdiction for all legal disputes arising out of the contractual relationship is Hamburg. The enforceability of the remaining provisions of the contract is not affected by any unenforceability of one or more provisions of these General Terms and Conditions. In cases of unenforceability of these General Terms and Conditions, any unenforceable provision will always be replaced by one that most closely approximates the commercial sense of the unenforceable one but that is legally enforceable.