1. Scope and Formation of Contract

1.1.

The following terms and conditions apply to all deliveries and services which we perform in the capacity of a Seller or Supplier. They apply exclusively towards entrepreneurs, legal persons under public law or a special fund under public law in the meaning of Section 310 (Content 1) of the German Civil Code [BGB]. These terms and conditions apply exclusively. Deviations from the subsequent terms and conditions as well as terms and conditions that conflict with them apply only if we expressly acknowledged this in writing. These terms and conditions apply equally to all future business transactions between the Parties even if we deliver the goods in the knowledge of conflicting or divergent terms and conditions.

1.2.

As the individual case may be, individual agreements entered into with the Customer (including subsidiary agreements, supplements and amendments) shall in any case take priority over these terms and conditions. The substance of such agreements is contingent upon a written contract and/or our written confirmation. Legally relevant declarations and notifications which the Customer shall submit to us following the formation of the contract (e.g. deadlines, notifications of defects, declarations of rescission, etc.) must be stipulated in writing to become effective.

1.3.

Our offers are subject to confirmation and non-binding. This applies even if we provide catalogues, technical documentation, miscellaneous product descriptions or documents (Documents) - even in electronic form - to the Customer. We reserve the unlimited title and copyright to these Documents. They shall be made accessible to third parties only following our prior approval. If the contract is not awarded to us, all Documents shall be immediately returned to us at our request. This applies equally to documents of the Customer. However, such documents may be made accessible to those third parties to whom we are permitted to assign deliveries or services.

1.4.

Orders placed by the Customer are deemed binding contract offers. Unless they stipulate otherwise, we are entitled to accept these within 14 working days as from the date of reception (in writing or by delivery of the goods).

2. Prices

2.1.

Our prices apply according to the respectively applicable price list and/or our offer ex works and exclude freight charges, the cost of packaging, postage, insurance as well as other shipping costs unless expressly agreed otherwise. The applicable value added tax is payable in addition to the calculated price.

2.2.

We charge packaging at cost. The packaging becomes the Customer's property; we shall not accept any returned packaging. Extra charges for express deliveries are for the Customer, as are charges for measurement cargo.

2.3.

Extra charges which we incur as a result of late changes to the order will be invoiced to the Customer.

2.4.

Sketches, drafts, trial prints, samples and similar preparatory work for printing orders which the Customer initiates will be invoiced even if the contract is not awarded.

2.5.

If the agreed delivery date is more than four months after conclusion of the contract and if, after conclusion of the contract, cost increases have occurred with regard to the pro-curement and/or production of goods (including, without being limited to, energy, transport or raw material costs), for example due to force majeure within the meaning of Clause 9 of these terms and conditions or due to other events (e.g. due to operational disruptions of any kind, difficulties in procuring supplies, raw materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, difficulties in procuring the necessary official permits, measures instigated by the author-ities or the non-delivery, incorrect delivery or late delivery by suppliers) which existed at the time of the conclusion of the contract but for which we are not responsible, we shall be entitled to unilaterally increase the agreed price by a maximum of 10% using equitable discretion. If the aforementioned event is not only of temporary duration (more than 10 days) and/or the price increase is more than 10%, Seller shall be entitled to withdraw from the contract or to renegotiate the terms of the contract. In this respect, the provisions of Clause 9 of these terms and conditions shall apply.

3. Terms of Payment

3.1.

Payment is due in full within 30 calendar days after the invoice date.

3.2.

The Customer shall bear the transport costs ex warehouse as well as the cost of any transport insurance which the Customer requests, plus any possible customs duties, fees and taxes as well as other public dues for sale-by-dispatch orders (Item 5.1).

3.3.

Bills of exchange shall only be accepted by virtue of a special agreement and on account of payment without extending any discount. Discounting and charges are for the Customer. They are payable by the Customer immediately after being invoiced. When accepting bills of exchange we shall not be liable for the timely submission, protesting, notification and return of the bills of exchange unless we or our vicarious agents are guilty of wilful intent or gross negligence.

3.4.

Customised orders or the provision of exceptional products or any other advance performance may be subject to a payment in advance.

3.5.

All cash and non-cash payments made relative to accounts payable must be effected in Euro.

3.6.

The Customer is only entitled to offset against claims if its counterclaims are undisputed or have been established as final and absolute. The Customer is only entitled to assert rights of retention in relation to counterclaims pertaining to the same legal relationship. In the case of defects to the goods the Customer's reciprocal rights pursuant to Item 7.6. Sentence 2 of these terms and conditions remain unaffected.

4. Default of Payment

4.1.

If the fulfilment of the payment claim is jeopardised by virtue of a deterioration of the Customer's financial situation which occurred or became known following the formation of the contract, we may demand advance payment and the immediate settlement of all outstanding invoices, withhold goods that have not yet been delivered and cease working on ongoing orders. Moreover, we are entitled to rescind the contract (Section 321 BGB), poss. after setting a deadline. For contracts specifying customised orders we may declare our rescission with immediate effect; the statutory regulations pertaining to the dispensability of setting a deadline remain unaffected. We are even entitled to these rights if the Customer, in spite of a reminder issued due to a default (insofar as this is required), did not effect a payment.

4.2.

In the case of a default of payment (expiration of the payment deadline pursuant to Item 4.1.), interest for default is payable at the statutory rate. This does not exclude the assertion of any further default damages nor the entitlement to commercial interest payable after the due date pursuant to Section 353 of the German Commercial Code [HGB].

5. Delivery and Acceptance

5.1.

Goods are delivered ex works which also constitutes the place of fulfilment. At the Customer's request and cost, the goods will be dispatched to an alternative destination ("Sale by Dispatch"). Unless agreed otherwise, we have the right to autonomously determine the type of transport (especially the transport company, dispatch route, packaging). When shipping the goods, the risk of accidental loss and of accidental deterioration of the goods passes to the Customer at the time of dispatch.

5.2.

Delivery dates are only binding if we expressly confirmed them. Otherwise, details pertaining to delivery periods or delivery deadlines take on the meaning of information. However, the delivery time does not commence before the Customer procured the necessary records, permits and approvals or prior to receiving an agreed down payment. A delay in delivery does not justify a claim for a contractual penalty. Statutory regulations shall determine when our delay in delivery has occurred, unless these terms and conditions stipulate otherwise. However, in any case a reminder by the Customer is required.

5.3.

If we do not deliver by a binding delivery deadline the Customer shall grant us an appropriate extension. An extension need not be granted in the event of special circumstances which, after taking into consideration both parties' mutual interests, justify the immediate rescission of the contract.

5.4.

If we are unable to comply with binding delivery periods for reasons for which we cannot be held responsible ("Unavailability of Performance"), we shall immediately notify the Customer accordingly and at the same time shall inform the Customer of the presumed new delivery period. If the performance remains unavailable even within the new delivery period, we are entitled to rescind the contract either in full or partially; we shall immediately reimburse any consideration already rendered by the Customer. The Unavailability of Performance in this meaning applies especially to the late self-delivery by our suppliers; if we concluded a matching covering transaction; if neither we nor the supplier are at fault or; as the individual case may be, if we are under no procurement obligation.

5.5.

If the Customer does not accept goods supplied under the contract, we have the right to store the goods at the expense of the Customer and, following the unsuccessful expiration of a two-week period by which the goods are to be accepted, we may rescind the contract and demand compensation for damages.

5.6.

We are not obligated to take back goods that are free from defects. If, however, we declare ourselves willing to take back goods that are free from defects, we are at liberty to invoice extra charges for the inspection, reservation or the like, based on the degree of work involved. Customised productions - subject to the regulations under Item 7. - are exempt from a return. If goods that are free from defects are taken back, the risk of accidental loss or accidental deterioration of the delivery item rests with the Customer.

6. Reservation of Title

6.1.

We reserve the title to the supplied goods until all our claims against the Customer resulting from the business connection, including any and all future claims arising from contracts that were also formed at the same time or at a later point in time, have been settled. This applies even if individual or all claims of ours have been included in a current account which has been balanced and approved.

6.2.

In the event of conduct contrary to the terms and conditions of the contract, especially in the event of a payment default, we are entitled to take back the goods, and the Customer is obligated to hand said goods over to us. Our taking back the goods can only be construed as a rescission of the contract if we expressly declare this in writing. If the Customer does not pay the due purchase price we may only assert these rights if we previously granted an adequate deadline for payment to the Customer which expired without success or if this can be dispensed with pursuant to the statutory regulations. The goods under reservation of title shall neither be pledged to third parties nor be transferred as security until the secured claims have been paid in full. The Customer shall immediately inform us in writing if and to the extent that third parties exercise any rights to the goods that are our property. In the event of attachments or other action by third parties the Customer shall inform us in writing and shall forward to us an attachment record as well as an affidavit pertaining to the identity of the attached item.

6.3.

The Customer is entitled to resell and/or process the goods during the ordinary course of business. In this case, the following conditions apply:

a. The reservation of title covers the full value of the products resulting from the processing, mixing or combination of our goods, with us being deemed to be the manufacturer. If in the event of

processing, mixing or combining with third party goods their title remains in effect, we acquire co-ownership in relation of the goods' invoice value to the processed, mixed or combined goods. In other respects the same applies to the resulting product as to the goods supplied under a reservation of title.

b. The buyer shall already as per today assign to us any claims resulting from reselling the goods or from the product against third parties in their entirety or in the amount of our potential co-ownership share pursuant to the above paragraph (a.) as security. We accept such assignment. The buyer's obligations named under Item 6.2. apply also to such assigned claims.
c. The buyer shall remain authorised to collect the claims in addition to us. We shall undertake not to collect the claim provided that the buyer fulfils its payment obligations towards us; does not default payments; does not file for the instigation of insolvency proceedings; and no other deficiency in its performance capacity applies. However, if this is not the case we may demand that the buyer names the assigned claims and their debtors to us; provides us with all the necessary details required for a collection; hands us the respective documents; and informs the debtors (third parties) of such assignment.
d. If the realisable value of the securities exceeds our claims by more than 10%, we shall release securities at the request of the buyer at our discretion.

7. Customer's Claims for Defects

7.1.

The Customer's rights in relation to defects in quality and title (including wrong delivery and short delivery) are governed by statutory regulations unless stipulated otherwise in the following. Special legal requirements pertaining to the final delivery of the goods to a consumer remain unaffected in any case (recourse against suppliers pursuant to Sections 478, 479 BGB).

7.2.

The basis of our liability for defects is primarily the agreement pertaining to the quality of the goods. An agreement pertaining to the quality of the goods includes any and all product descriptions which constitute the subject matter of the individual contract, regardless as to whether the product description originates from the Customer, from the manufacturer or from us.

7.3.

In the absence of any agreed quality, it is for the statutory regulations to assess whether a defect applies or not. We do not assume any liability for public statements on behalf of the manufacturer or of other third parties (e.g. advertisements).

7.4.

The Customer's claims for defects require that the Customer fufilled its legal duty to examine and obligation to give notice of defects (Sections 377, 381 HGB). We shall be immediately notified in writing of any defect that is detected during the examination or later. Such notification is deemed to have been given immediately if made within two weeks after having received the goods, whereby the timely posting of the notification suffices to comply with the deadline. Regardless of this duty to examine and obligation to give notice of defects the Customer shall indicate in writing any visible defects (including wrong delivery and short delivery) within two weeks of having received the goods whereby here, too, the timely posting of the notification suffices to comply with the deadline. If the Customer fails to properly examine and/or submit a notification of defect, our liability is excluded for such defect of which we were not notified.

7.5.

If the delivered item is defective we may initially choose whether to remedy the defect (subsequent improvement) or deliver a non-defective item (replacement delivery). Our right to refuse any supplementary performance under the legal requirements remains unaffected.

7.6.

We have the right to make the owed subsequent performance contingent upon the Customer paying the due purchasing price. However, the Customer is entitled to withhold such share of the purchase price which is appropriate in relation to the defect.

7.7.

The Customer shall grant us the necessary time and opportunity required to fulfil the owed subsequent performance and in particular shall hand the rejected goods to us for the purpose of inspection. In the event of a substitute delivery the Customer shall return to us the defective item pursuant to statutory regulations. The subsequent performance consists neither of dismantling the defective item nor of its renewed installation, unless we were originally obligated to perform the installation.

7.8.

We shall bear the necessary expenses required for the inspection and subsequent performance, especially the cost of transport, shipping, work and material (not included: cost of dismantling and installation) if indeed, a defect applies. However, should the Customer's request for a remedy of defect prove unjustified, we may demand that the Customer refund the costs resulting from this to us.

7.9.

If the subsequent performance failed or the time limit established by the Customer for the subsequent fulfilment expired without success or can be dispensed with according to statutory regulations, the Customer may rescind the contract or reduce the purchase price. However, the right to rescind the contract does not apply to cases of minor defects.

7.10.

The Customer's claims for compensation and/or for the replacement of futile expenses exist only subject to Item 8 and are excluded in other respects.

8. Other Liability

8.1.

If nothing to the contrary emerges from these terms and conditions including the subsequent provisions, we shall be liable in the case of a breach of contractual and non-contractual obligations pursuant to the relevant statutory regulations.

8.2.

We are liable to compensate for damages in the case of intent and gross negligence, regardless of the legal grounds. In cases of simple negligence we are only liable a) for damage resulting from harm to life, body or health; b) for damage resulting from the breach of a material contractual obligation (obligation whose fulfilment facilitates the proper performance of the contract sine qua non, compliance with which the contractual party regularly relies upon and may rely upon); in this case, however, our liability is limited to replacing the typically foreseeable damage that may occur.

8.3.

The limitations of liability resulting from Item 8.2. do not apply to the extent that we fraudulently concealed a defect or warranted a property of the goods. The same applies to claims of the Customer under the Product Liability Act.

8.4.

The Customer may only rescind or terminate the contract for a breach of obligation which does not consist of a defect, if we are liable for the breach of obligation. A free right of termination on behalf of the Customer is exempt (especially pursuant to Sections 651, 649 BGB). In other respects the statutory requirements and legal consequences apply accordingly.

9. Force Majeure

9.1

The parties shall not be liable for damage or for the partial or complete non-fulfilment of obligations under this contract if the respective damage or non-fulfilment is due to a cir-cumstance which could not be foreseen at the time of the conclusion of the contract and the parties and their vicarious agents cannot prevent these consequences or remedy them by reasonable measures („Force Majeure").

9.2

In any event, Force Majeure shall be deemed to exist in the event of hostilities (irrespec-tive of the fact as to whether or not war has been declared), riots, explosions, outbreaks of fire, flooding, earthquakes, typhoons, epidemics, shortages of raw materials, energy and supplies, difficulties in procuring raw materials, supplies or energy and/or labour dis-putes as a result of which business operations are wholly or mainly disrupted, as well as in the event of acts, omissions or governmental measures or in complying with govern-mental requests and in the event of the disruption of operating facilities or parts thereof which serve to fulfil obligations under this contract.

9.3

In the event of the occurrence of Force Majeure, the Parties shall notify each other thereof without undue delay and shall provide information within 10 days, in particular as to the extent and, as far as reasonably possible, the expected duration of the Force Majeure event. In addition, the affected party shall use its best efforts to remedy the Force Majeure event or to limit its impact on this Agreement as far as possible.

9.4

Should the event of force majeure last longer than 3 weeks or should this be expected, the contracting parties shall jointly agree on the further course of action. If the event of force majeure is not temporary for the contracting party concerned, i.e. lasts for more than 6 weeks, and prevents it from fulfilling its contractual obligations, and if it is unrea-sonable for the Buyer to wait, the Buyer shall be entitled to terminate and withdraw from this contract in writing without observing a notice period.

9.5

If Seller's production costs for the owed product (including, yet without limitation, energy, transport and/ or raw material costs) increase for reasons of the Force Majeure event persisting (more than 10 days) or if circumstances which existed at the time of the con-clusion of the contract but which have changed in other respects so that Seller cannot reasonably be expected to fulfil one or more of Seller's obligations, Seller may, by written notice to Buyer, request an adjustment of the contract in order to remove such hardship. In particular: Seller cannot reasonably be expected to adhere to the existing contract if production costs increase by more than 10% and/or there are difficulties in the procure-ment of supplies, raw materials or energy and/or there are transport delays and/or there are shortages of labour, energy or raw materials and/or there are difficulties in obtaining necessary official permits and/or there are non-deliveries, incorrect deliveries or late de-liveries by suppliers; provided that the aforementioned difficulties are expected to last for more than 10 days. If the parties are unable to agree on how to amend the contract within 10 days of Seller's offer to amend the contract, Seller may withdraw from the contract by giving 5 days' written notice to Buyer.

10. Documents and Tools, Insurance, Third Party Rights

10.1.

Master copies, drawings, raw materials, print substrates and other items suitable for reuse such as semi-finished and finished products which the Customer provided to us shall be collected by the Customer upon delivery; alternatively, at the Customer's request, we shall return these to the Customer at the Customer's expense. They will only be stored beyond the delivery date following prior arrangement and in return for a special consideration.

10.2.

The items described above will be handled with care until the date of delivery. We shall only be held liable for damage in the case of intent or gross negligence.

10.3.

If the items described above shall be insured, the Customer shall autonomously arrange for them to be insured.

10.4.

Devices, tools and other master copies which are necessary to perform the contract and which we developed and manufactured remain our property even if proportionate costs were invoiced for this.

10.5.

The Customer alone is responsible for ensuring that the performance of its contract does not infringe upon any third party rights, and here in particular copyrights, trademark rights, patents or registered designs. The Customer shall release us from all third party claims for the violation of such rights upon first demand.

11. Statutory Limitation

11.1.

By way of derogation from Section 438 (Content 1) no. 3 BGB the general limitation period for claims resulting from defects in quality and title is one year as from delivery. To the extent that an acceptance as been agreed, the statutory limitation commences upon acceptance.

11.2.

The aforementioned limitation periods under commercial law apply equally to contractual and non-contractual claims for damages of the Customer which are due to a defect of the goods unless application of the ordinary statutory limitation period (Sections 195, 199 BGB) would, as the individual case may be, lead to a shorter limitation period. In any case, the limitation periods under the Product Liability Act remain unaffected. In other respects the Customer's claims for damages pursuant to Item 8 fall exclusively under the statutory limitation periods.

12. Imprint, Jurisdiction

12.1.

We may refer to the name of our company in an appropriate form on the products that are the subject of the contract. The Customer may only withhold its consent if it has an overriding interest in this.

12.2.

If the Customer is a fully-qualified merchant, a legal person under public law or a special fund under public law, the Einbeck local court or the Göttingen regional court, depending on the substantive competence, shall have exclusive jurisdiction for all disputes arising between the Parties, including any and all proceedings related to bills of exchange and deeds. The same jurisdictions apply if the Customer does not have a general place of jurisdiction in Germany, moves its residence or general place of abode after entering into the agreement abroad, or the Customer's residence or general place of abode is unknown at the time the complaint is being filed.

13. Miscellaneous

13.1.

The law of the Federal Republic of Germany applies excluding international uniform law, and here in particular the UN Sales Convention. The requirements and effects of the reservation of title pursuant to Item 6 are subject to such law as is applicable at the respective storage location of the goods provided that under said law, a choice of law made in favour of German law is not permitted or is void.

13.2.

We are authorised within the scope of business relationships, to process personal information that has been entrusted to us within the scope of our mission, i.e. to store, to transfer, to modify and to erase such information.

13.3.

The potential ineffectiveness of one or several provisions within these terms and conditions does not affect the validity of the remaining provisions.