

# Standard Terms and Conditions of Plakativ Media GmbH

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## Section 1 > General points - Scope of applications

All orders shall be filled in accordance with our general terms and conditions which shall apply exclusively. We shall not recognise any of the customer's deviating terms unless we have expressly agreed to their application. Our standard terms and conditions shall also apply if we, knowing the customer's contradicting terms, fill the order without reservation.

## Section 2 > Offers

1. Our offers are subject to alteration and without obligation. If goods or services offered exceed 10% of the sum quoted, we shall submit a supplementary offer.
2. We can accept orders within a term of two weeks from access of the incoming order.
3. Declarations of acceptance and all orders shall require our written or faxed confirmation to be effective. The extent of delivery shall be governed by our written order acknowledgement.
4. Specifications of dimensions, illustrations, drawings and other documents which form part of our binding offers are to be considered to be only approximate unless they have been identified as binding.

## Section 3 > Term of delivery

1. The observation of our delivery obligation assumes the punctual and proper fulfilment of the customer's obligation. Printed documents to be procured from the customer must be delivered to our production partner at least 10 working days before the agreed installation or delivery date. If this date is not observed, the extra costs necessary to meet the deadline shall be charged to the customer separately.
2. If the customer is in default of acceptance of delivery or if he violates any other co-operation obligations, we shall be entitled to demand all losses incurred including any extra costs. We reserve the right to make more extensive claims. The risk of accidental loss/ destruction or accidental deterioration of the service object

shall pass to the customer at the point of time at which the customer has delayed acceptance of the delivery.

3. If we culpably fail to deliver within an agreed and binding period or if we default for other reasons, the customer must grant a reasonable extension of time – to grant commencing with the day of arrival of a formal written notice of default sent by the customer or in the case of a calendar-governed period commencing with the expiration thereof. After the fruitless expiration of this extension period, the customer shall be entitled to withdraw from the contract.
4. We shall be liable to the customer in cases of default in delivery in accordance with the statutory regulations in so far as the default in delivery is based on wilful intent or gross negligence on our part: the culpability of our representatives or vicarious agents is attributable to us. In so far as the default in delivery is not based on an intentional or gross negligence breach of contract for which we are responsible, our liability shall be limited for foreseeable typically occurring damage or loss. Contract duties are: providing advertising space; on time delivery of the outside produced banners and other advertising allowances by adherence of the print data on time by the customer; punctual coordination of the installation and dismantling of the advertising allowances; coordination of the lighting. We shall also be liable in accordance with statutory regulations in so far as the default in delivery for which we are responsible is based on the culpable violation of a fundamental contract obligation: in this case the liability to provide compensation shall be limited to foreseeable typically occurring damage. All other claims by the customer for compensation because of a default in delivery for which we are responsible shall be excluded.

## Section 4 > Cancellation

In the event of cancellations of orders placed by the customer, cost compensation amounting 50% of the agreed remuneration is to be paid from 90 days before the date of installation date and 100% of the agreed remuneration is to be paid to us from 36 days before the date of

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installation. We do not accept any cancellation of orders at reduced placement costs.

## Section 5 > Documents required to fill the order

1. The customer assures that he disposes of all copyrights as well as carryout rights in the delivered samples, strokes and other files. The customer shall indemnify us from all claims by third parties who violate such copyrights or other rights
1. We shall keep the printing documents for 30 days after fulfilment of the contract. After that we shall be entitled at any time to demand that the customer take back the documents. If the customer defaults on taking back the documents, we shall be entitled to store the documents at his expense. The customer shall in this case bear the risk of accidental loss or accidental deterioration of the documents.

## Section 6 > Prices - Terms of payment

1. Prices shall be charged in accordance with the price list valid at the time the order is placed or in accordance with our offer providing it is still valid. Our prices are subject to the addition of the respectively valid statutory value-added tax. All packaging shall be charged extra. The costs for dispatch within Germany are included in our offer unless expressly agreed to the contrary. Transport costs for delivery at the weekends, driving direct or air freight shall be charged to the customer. Transport costs for pure production orders without placement shall be charged to the customer.
2. Unless otherwise agreed in writing, the first half of our remunerations shall be due when the order is placed. The remaining part shall be due after performance (installation at the location/ locations) unless we are prevented from installing for reasons for which the customer is responsible, in which case the remaining part shall be due at the point of time at which we are prevented from providing our service.
3. Our invoices shall be paid immediately and without deduction. The customer shall not be entitled to offset unless his counter claim is uncontested, has

become res judicata or we have recognised it. The customer shall only be entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship.

4. We expressly reserve the right to refuse bills of exchange. Bills of exchange shall only be accepted on account of performance. Discount and bill charges shall be borne by the customer and fall due immediately. If a cheque is accepted, payment shall only be deemed to have been made when the signer's account has been debited and the cheque acceptor's account has been credited.
5. Service which extends for a period longer than 3 months shall be due for payment after the provision of partial services. The individual parts of the provision of the service shall be determined by the parties.
6. In the event of default of payment, we shall be entitled to demand the statutory interest on defaulted payment; we reserve the right to claim higher loss.
7. Federal/municipal licence fees, other duties or taxes charged by the city hall or its representatives, but being raised or increased after confirmation or order, shall be charged to the client by separate invoice.

## Section 7 > Passage of risk – Packaging

1. Dispatch route and means, unless otherwise expressly agreed, shall be left to our discretion. Dispatch is usually overnight (24-hour delivery service).
2. The dispatch of the product to any place other than the place of performance shall be done at the customer's risk. This shall also apply if dispatched within the same locality or by our own employees or vehicles.
3. Transport packaging and all other packaging under the terms of the packaging ordinance shall not be taken back. The customer shall be obliged to take care of the disposal of the packaging at his own expense.

## Section 8 > Warranty

1. The customer shall be obliged to look for faults immediately after service has been provided or goods delivered and to give us written notification of the transport damage, faults, quality condition and

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assured characteristics. Complaints of obvious defects and transport damage must be made in writing immediately. In so far as the customer is a merchant, the aforesaid regulation shall also apply to concealed defects from the point of time these are noticed.

2. We shall not guarantee super-size posters produced by other firms.
3. In the event of complaints, all documents pertaining to the order must be made available to us as it will not otherwise be possible to check and process the notification of defect at once.
4. In so far as we are responsible for the defect in the item, we shall be entitled to eliminate the defect or supply a replacement at our own discretion. In the case of an elimination of the defect, we shall bear the transport costs, travelling expenses, labour costs and material costs. If the attempt to eliminate the defect or to supply a replacement fails, the customer shall be entitled to require a suitable lowering of the purchase price or to withdraw from the contract. Provided that the order object lacks an assured quality, we shall be responsible according to the legal regulations on compensation because of non-fulfilment.
5. We shall be liable in accordance with the statutory provisions in so far as the customer claims damages based on wilful intent or gross negligence, including the wilful intent or gross negligence of our representatives or vicarious agents. In so far as we cannot be accused of wilful breach of contract, the liability for damages shall be limited to foreseeable typically occurring damage.
6. The limitation of liability to gross negligence and wilful intent shall not apply in so far as we culpably violate a fundamental contractual obligation. To the definition of the essential contract duties it is expelled on 3 3 figures 4. of these Terms and Conditions. In this case however the liability to pay compensation shall be limited to foreseeable typically occurring damage or loss.
7. Moreover, the liability to pay compensation shall be excluded with the exception of the claims regulated in section 3, paragraph 5. In particular, we shall not be liable for damage which has not been done to the delivery item itself.

8. If the documents required to fill the order (section 5) are lost, our liability shall not exceed the material value.

### Section 9 > Reservation of the right to alteration

We reserve the right to substitute another location for the location chosen or reserved by the customer if the chosen location is not approved by the competent authority and the agreed performance purpose is not adversely affected by the selection of another location. The exchange of the location must be reasonable acceptable for the customer taking into account our principal interests.

### Section 10 > Reservation of title

1. We reserve title to all goods we supply until all payments from this contract have been received.
2. We reserve copyright to all services we provide, in particular those based on our knowledge and ideas. These services may not be passed on to a third party unless we give our consent. We shall be entitled to demand appropriate remuneration from the order for this.

### Section 11 > Place of performance – Jurisdiction

Place of fulfilment and jurisdiction for all disputes arising between us and our customer is our place of business. We can sue the customer at our choice also in his court of competent jurisdiction. German right is valid for all legal relations between us and the buyer to the exclusion of the UN-purchase right and to the exclusion of divergent reference norms.

### Section 12 > Jobs abroad

For orders which are to be realized abroad, we reserve us the right to change our standard terms and conditions. By changes the deviating clause shall be added to our offer

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## Section 13 > Final Clause

If any regulation in these standard terms and conditions should be or become unenforceable, this shall not affect the effectiveness of the rest of the standard terms and conditions. On the contrary, in such a case, the parties to the contract shall undertake to replace the ineffective or unenforceable term with an effective or enforceable term which corresponds as far as possible to the economic and ideal terms within the legal limits.