

General Purchasing Terms of Zetweka Print & Production Management Bläser GmbH & Co. KG

Article 1 Scope

(1) All deliveries, services and offers of the suppliers of Zetweka Print & Production Management Bläser GmbH & Co. KG (hereinafter referred to as "Purchaser") shall exclusively take place on the basis of these General Purchasing Terms. They are an integral part of any and all contracts entered into by the Purchaser with its suppliers on the goods or services offered by them. They shall also apply to any and all future deliveries, services or offers to the Purchaser, even if they are not specifically agreed again.

(2) Terms and conditions of the suppliers or third parties shall not apply, even if their application is not separately objected to in the individual case. Even where the Purchaser makes reference to a written document containing or making reference to terms and conditions of the supplier or of a third party, such shall not constitute agreement to the application of those terms and conditions.

Article 2 Ordering

(1) Where the offers of the Purchaser do not expressly contain a period of commitment, the Purchaser shall be bound by the offer for one week after the date of the offer. The receipt of the declaration of acceptance by the Purchaser shall govern the timely acceptance.

(2) The Purchaser shall be entitled to change the time and place of the delivery as well as the type of packaging at any time by means of a written notice not less than ten (10) calendar days prior to the agreed date of delivery. The same shall apply to changes of product specifications, insofar as these can be implemented in the framework of the normal production process of the supplier without considerable additional effort, where in such cases the notification period in accordance with the preceding sentence is at least three (3) weeks. The Purchaser shall reimburse the supplier for any proven and appropriate additional costs incurred due to the change. If such changes should cause delays in delivery, which cannot be prevented with reasonable efforts in the normal production and business operations of the Supplier, the originally agreed date of delivery shall be postponed accordingly. The supplier shall notify the Purchaser in writing of the additional costs or delivery delays to be expected based on the supplier's careful assessment in due time prior to the date of delivery, however, at least within five (5) working days after receipt of the Purchaser's notification in accordance with sentence 1.

(3) The Purchaser shall be entitled to terminate the contract at any time by written notice indicating the grounds, if the ordered products can no longer be used in the Purchaser's business operations due to circumstances arising after conclusion of the contract. The Purchaser shall reimburse the supplier in such event for the partial performance rendered by the supplier.

Article 3 Prices, Terms of Payment, Invoice Details

(1) The price shown in the order is binding.

(2) In the absence of a written agreement to the contrary, the price includes delivery and transport to the address for delivery specified in the contract, including packaging.

(3) Where the price does not include packaging according to the agreement reached and the compensation for the packaging – made available not only as a loan – is not expressly defined, such must be calculated at a verifiable cost price. Upon request of the Purchaser, the supplier is to take back the packaging at its own expense.

(4) The order number, item no., delivery quantity, and the address for delivery must be indicated on all order confirmations, bills of delivery and invoices. If one or more of these details should be missing and the processing is thus delayed by the Purchaser as part of the normal course of business, the terms of payment mentioned in paragraph 4 shall be extended by the period of the delay.

Article 4 Time of Delivery and Delivery, Passing of Risk

- (1) The time of delivery (date of delivery or term of delivery) indicated by the Purchaser in the order or otherwise governed by these General Purchasing Conditions shall be binding. Early deliveries are not permitted.
- (2) The supplier shall be obligated to notify the Purchaser in writing without undue delay, if circumstances arise or become known, according to which the time of delivery cannot be adhered to.
- (3) If the day, on which the delivery has to be made at the latest, can be defined on the basis of the contract, the supplier shall fall into default upon the expiry of such day, without a reminder being required for such purpose.
- (4) In the event of a default in delivery, the Purchaser shall be entitled without restrictions to the statutory claims, including the right to withdraw and the claim for damage compensation instead of the performance, following the fruitless expiry of a reasonable grace period.
- (5) The Purchaser shall be entitled to demand liquidated damages in the amount of 0.5%, however, a maximum of 5%, of the respective contract value in the event of delays in delivery after prior written warning to the supplier for each week or partial week of delay in delivery. The liquidated damages are to be credited against the damage caused by delay to be compensated by the supplier.
- (6) The supplier shall not be entitled to partial deliveries without the prior written consent of the Purchaser.
- (7) The risk shall only pass to the Purchaser, even where shipment has been agreed, if the goods are delivered to the Purchaser at the agreed destination.

Article 5 Protection of Ownership

- (1) The Purchaser shall retain the ownership or copyright to orders made by the Purchaser as well as to drawings, images, calculations, descriptions and other documents provided to the supplier. The supplier may neither make them accessible to third parties nor use nor duplicate them itself or through third parties without the express consent of the Purchaser. The supplier is to return such documents in full upon request of the Purchaser, if they are no longer needed by the supplier in the normal course of business or where negotiations do not lead to the conclusion of a contract. In such event, any copies made from the documents by the supplier must be destroyed; exceptions to this shall only be the storage of data pursuant to statutory storage duties as well as the storage of data for backup purposes as part of the usual data backup.
- (2) Tools, devices and models, which the Purchaser makes available to the supplier or which are produced for contractual purposes and are calculated separately by the supplier, shall remain the property of the Purchaser or pass into the Purchaser's ownership. They must be marked by the supplier as the property of the purchaser, kept safe, protected against damage of any kind and used only for the purposes of the contract. In the absence of any other agreement, the costs of their maintenance and repair shall be borne by the contractual parties at one half each. Where such costs can be attributed to defects of such items produced by the supplier or to the improper use on the part of the supplier, its employees or other agents, however, they are to be borne solely by the supplier. The supplier shall notify the Purchaser immediately of any not merely insignificant damage to such items. The supplier shall be obligated upon request to return the items in proper condition to the Purchaser, if they are no longer needed by the supplier for the fulfilment of the contracts concluded with the Purchaser.
- (3) Retentions of title on the part of the supplier shall only apply insofar as they refer to the payment obligation for the respective products, to which the supplier retains title. In particular, extended or expanded retentions of title shall be impermissible.

Article 6 Warranty Claims

- (1) In the event of defects, the Purchaser shall be entitled to the statutory claims without restrictions. In deviation therefrom, however, the warranty period shall be 36 months.
- (2) Deviations in quality and quantity shall in each case be deemed contested in due time, if the Purchaser notifies the supplier thereof within ten (10) working days after receipt of the goods. Hidden

material defects shall in each case be deemed contested in due time if the notification is sent to the supplier within ten (10) working days after detection of any such defects.

(3) The Purchaser does not waive any warranty claims by acceptance or by approval of samples or specimens, which have been submitted.

(4) Upon receipt of the written notification of defects by the supplier, the statute of limitations of warranty claims shall be barred, until the supplier rejects the claims or declares the defect to have been eliminated or else refuses to continue any negotiations concerning the claims. For replaced or repaired parts, the warranty period shall commence again upon replacement and elimination of the defect, unless the Purchaser had to expect from the supplier's behaviour that the supplier did not consider itself obligated to take the measures, but rather only undertook the replacement or the elimination of the defect as a gesture of goodwill or on similar grounds.

Article 7 Product Liability

(1) The supplier shall be liable for any and all claims asserted by third parties due to personal injury or property damage, which can be attributed to a defective product delivered by the supplier and shall be obligated to release and hold harmless the Purchaser from and against any and all liability arising therefrom. Where the Purchaser is obligated, due to a defect of a product delivered by the supplier, to carry out a recall from third parties, all of the cost associated with the recall shall be borne by the supplier.

(2) The supplier shall be obligated to maintain at its own expense product liability insurance with a sum insured of not less than EUR 5,000,000 (five million euros), which, unless otherwise agreed in individual cases, does not need to cover the recall risk or penalty risk or any similar damage. The supplier shall send the Purchaser a copy of the third-party liability policy upon request at any time.

Article 8 Industrial Property Rights

(1) The supplier warrants and represents in accordance with paragraph 2 of this Article that no industrial property rights of third parties are violated by products delivered by the supplier in countries of the European Union or in other countries in which the supplier manufactures the products or has the products manufactured.

(2) The supplier shall be obligated to release and hold harmless the Purchaser from and against any and all claims filed by third parties file against the Purchaser due to the violation of industrial property rights designated in paragraph 1 of this Article, and to reimburse the Purchaser for any and all expenditures necessary in connection with such claim. This claim shall exist independently of a fault on the part of the supplier.

(3) Further legal claims due to defects of title of the products delivered shall remain unaffected.

Article 9 Spare Parts

(1) The supplier shall be obligated to have spare parts for the delivered products available for a period of not less than three (3) years after delivery.

(2) Where the supplier intends to discontinue the production of spare parts for the products delivered, it shall communicate such without undue delay after the decision regarding the discontinuation. Subject to paragraph 1 of this Article, any such decision must be taken not less than twelve (12) months prior to the discontinuation of the production.

Article 10 Non-Disclosure

(1) The supplier shall be obligated to keep secret the terms of the order and any and all information and documents provided for such purpose (with the exception of information publicly available) for a period of 2 years after the conclusion of the contract and to use such only for the execution of the order. The supplier shall return such information and documents upon request to the Purchaser without undue delay after completing enquiries or after processing orders.

(2) The supplier may not refer to the business relationship in any advertising material, brochures etc. without the prior written consent of the Purchaser and may not display any delivery items produced for the Purchaser.

(3) The supplier shall obligate its subcontractors in accordance with this Article 10.

Article 11 Assignment

The supplier shall not be entitled to assign its claims from the contractual relationship to a third party. This shall not apply if it is a monetary claim.

Article 12 Credit Information

The supplier shall substantiate its creditworthiness to the Purchaser unsolicited once a year. As an example, credit reports from Bürgel or Creditreform shall be deemed sufficient proof.

Article 13 Customer Protection

(1) The supplier is obligated to observe customer protection with respect to the Purchaser. The supplier may neither perform nor transmit to a third party the following tasks of customers of the Purchaser, of which the supplier becomes aware in the course of its activity, neither directly nor indirectly via third parties:

- advising and designing processes for media production
- purchasing of media services
- process control and production of media
- offering IT services for media production and distribution
- fulfilment and logistics services

(2) A customer is any ordering party or recipient. All customers of the Purchaser in Europe shall fall under the customer protection.

(3) Where it is unclear whether the supplier has learned of the customers of the Purchaser in the course of the supplier's work for the Purchaser, the supplier must prove that it has learned of the customers outside of its work for the Purchaser.

(4) The customer protection according to Article 13(1) shall expire 12 months after the termination of the contract, irrespective on which grounds such termination is based.

(5) Where the supplier culpably infringed upon the obligation in Article 13(1), it shall be obligated to pay liquidated damages of EUR 25,000 (twenty-five thousand euros) per case of infringement. The Purchaser's right to assert damage exceeding such amount and/or to terminate the contract without notice for good cause shall remain unaffected.

Article 14 Place of Performance, Legal Venue, Applicable Law

(1) Cologne shall be place of performance and exclusive legal venue for both parties for any and all disputes arising from this contract.

(2) The contracts entered into between the Purchaser and the supplier shall be governed by the laws of the Federal Republic of Germany in exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

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