

General terms and conditions

As at 20 May 2008

General

All current and future services, quotes and other contractual agreements offered by PPS. are provided solely on the basis of these general terms and conditions. These general terms and conditions can be waived only by written agreement or written confirmation of agreement. Terms and conditions of the customer that differ from these terms and conditions and that have not been expressly recognised by PPS. in writing are hereby excluded. This shall also apply to terms and conditions of the customer that differ from these terms and conditions and that have not been expressly rejected by PPS. Any agreements or ancillary agreements not in accordance with these terms and conditions must be made in writing.

Quotes, prices and formation of contract

All quotes provided by PPS. are non-binding. Prices provided in catalogues, brochures, advertisements, price lists and similar publications are for guidance purposes only and are non-binding. Such prices shall however be considered binding if specific reference is made to them in the contract. All prices are ex-works and in euros and exclusive of any German sales tax applicable at the time of delivery. In other instances quotes are to be considered as a request to submit a quote. Orders are accepted in the form of a written confirmation of order (i.e. email, fax or letter) or in the form of the delivery of the order, the choice to be at PPS.'s discretion. The contract with the customer comes into effect with acceptance of order.

Delivery, transfer of risk and delay

Delivery times quoted are approximate and non-binding. PPS. shall not be liable for the consequences of delayed delivery. PPS. may undertake part-deliveries without the customer's consent, provided they are reasonable for the customer and not precluded by the nature of the order concerned.

Despatch of the goods is at the customer's expense and risk where the customer is a merchant; in such cases, the risk transfers to the customer as soon as the consignment is transferred to the despatch agent. If the customer is an individual consumer, the transfer of risk shall be determined by statutory provision

Despatch, selection of transportation mode and route, and proper and appropriate packaging shall be undertaken with due diligence, although PPS. shall accept liability only in the event of the grossly negligent breach of this obligation. PPS. is entitled, but not obliged, to insure deliveries in the customer's name and at the customer's expense. Delivery shall be to the customer's address provided as stated in the order, unless expressly agreed otherwise in writing.

In the event of a delay in delivery, the customer shall be entitled, under waiver of compensation for loss, to withdraw from the contract in writing after the expiry of an appropriate period to be agreed in writing and of not less than two weeks' duration. If the customer intends to claim compensation for non-fulfilment, it must first allow PPS. a grace period of at least three weeks in which to fulfil the order under pain of the customer's right to refuse the order after the expiry of the period concerned. The grace period shall begin on the day on which PPS. receives the customer's written notification. Claims against PPS. for compensation for loss shall only be allowed when the delay or impossibility of delivery is attributable to gross negligence on the part of PPS.

In the event that the customer is in delay of acceptance, PPS. shall in the event of any damage or the loss of the goods be liable only for malice and gross negligence. The acceptance of the service that PPS. is contractually bound to provide is a cardinal duty. In the event of non-acceptance by the customer, PPS. shall be entitled, without prejudice to the possibility of bringing a claim for higher compensation, to 20% of the purchase price as compensation for non-fulfilment. The customer shall be entitled to prove that a lesser loss has been incurred.

Purchase price, payment and offsetting

Unless agreed otherwise, invoices are due in full, strictly net and in cash, and are due immediately or within ten days of the invoice date. If the customer is in default of payment, PPS. reserves the right, without prejudice to any additional rights, to charge interest at 8% over the base rate current at that time if the customer is a merchant, or to charge interest at 5 percent over the base rate current at that time if the customer is an end consumer, unless PPS. can prove a higher loss.

Offsetting by the customer against receivables due from PPS. is only permissible in the event that the counterclaim is either uncontested or has been upheld by due process.

Reservation of title

Goods delivered shall remain the property of PPS. until payment in full of all amounts owing to PPS. from the customer. The customer shall at PPS.'s request immediately hand over the goods for safekeeping to PPS. or a third party acting on PPS.'s behalf. PPS. or a third party acting on its behalf shall in addition be entitled to take possession of the goods and to enter the customer's premises for this purpose.

Subject to prior written notification, PPS. reserves the right at its discretion to dispose of goods under reservation of title and of any other securities within 7 days of receipt of the aforementioned written notification. The credit entry derived from the proceeds from such disposal shall count as settlement in the sense intended by Germany's Sales Tax Act. The customer shall inform PPS. of all attempts by third parties to seize PPS.'s property, particularly by way of insolvency proceedings or confiscation, and of any damage caused to such property. It shall provide compensation for any loss and costs, inclusive of court costs and professional fees, incurred by PPS. as a result of the breach of these obligations.

The customer is entitled to re-sale and re-usage rights compatible with its ordinary commercial activity. In so doing the customer assigns receivables deriving from re-sale or re-usage to PPS. In the event that the amount of the receivables assigned in advance exceeds the amount of secured receivables by more than 20%, PPS. shall at the customer's request approve an additional surplus of the outstanding amounts, the choice of method to be made by PPS.

Subject to the fulfilment of its payment obligations to PPS., the customer is entitled to receivables from re-sale or re-use in the ordinary course of business until revocation by PPS., which may occur at any time. In the event of payment default, or an application for or opening of insolvency proceedings, or judicial or extra-judicial arrangement proceedings, or protest of a cheque or bill of exchange, or the seizure of goods, the customer's right to the outstanding amounts shall expire. Assigned outstanding amounts accruing thereafter shall be paid immediately into a special account. The customer shall not have the right to avail itself via assignment of amounts received from re-sale or re-use and shall at the express request of PPS. notify its debtors of an assignment of receivables.

Withdrawal

PPS. can legitimately withdraw from the contract if

- a) it is unable to deliver an order because of impediments due to force majeure, industrial action, lock-outs or other non-temporary, unforeseeable factors that cannot be overcome with reasonable effort, unless PPS. itself is responsible for the cause of the impediment; or
- b) through no fault of its own, PPS. becomes aware only after the formation of the contract that there are legitimate grounds for doubting the customer's creditworthiness. PPS. shall also be entitled to demand appropriate securities. If the customer does not provide such securities within a reasonable period of time, PPS. shall be entitled to withdraw from the contract.

Copyright and third-party intellectual property rights

Regarding the existence of copyright and/or third-party intellectual property rights, PPS. is dependent on declarations provided by the customer. If, in consequence of a failure to inform PPS. of the existence of such rights, the fulfilment of an order infringes third-party intellectual property rights, especially copyright, the customer shall be solely liable for the consequences of such failure and shall exempt PPS. from all third-party claims and reimburse PPS. for any costs necessarily incurred as a result of legal proceedings. Graphics, templates and other documents to be supplied by the customer are to be delivered to PPS. free of charge. Such items shall be returned by ordinary post unless the customer expressly requests otherwise.

Loss of data, photos or film

PPS. shall not be liable for the damage or loss of data, photos, slides or film unless such loss or damage is attributable to the malice or gross negligence of PPS. Liability shall be limited to the purely material value of the items concerned. PPS. does not make any back-up copies of files and data entrusted to it. In the interests of guarding against the loss of data, the customer shall produce such back-up files itself before providing PPS with any files that are saved on storage media.

Notice of defects

If a merchant, the customer shall, on delivery of order within the ordinary course of business, immediately inspect the order and immediately inform PPS. in writing of any defects, or at the latest within one week of receipt. §377 of Germany's Commercial Code shall apply without limitation. Otherwise the items delivered shall be deemed approved, unless the fault was not detectable at the time of inspection. Should a fault become apparent later on, any claim must be made immediately on its being detected or at the latest within one week. Otherwise the items shall be deemed approved, even in view of this fault. In the event of a complaint, all the documentation pertaining to the order must be made available to PPS.; otherwise the immediate checking and processing of the fault notification cannot be guaranteed.

Insofar as tolerances are imposed on PPS. by its suppliers, these tolerances shall also apply to the customer. Although PPS. makes every effort to be ensure the utmost accuracy of dimensions, a tolerance of up to $\pm 2\%$ but no more than 2.5cm shall be allowed. The formats stated are working formats and may alter in cutting. Should the customer require exact dimensions, this must be expressly agreed in the order; otherwise complaints shall not be allowed. If the customer requires reproductions, reissues or copies and does not specify details of colour, brightness or contrast, PPS. shall determine these qualities at its own discretion with due regard to established technological standards. Complaints based on batches that are oversize or undersize by up to 5% due to production processes shall not be allowed. The invoice will reflect the amount delivered, including the sample.

Claims for defects

Items that exhibit a defect within the expiry period shall be either repaired or replaced as new by PPS. within a reasonable period of time (supplementary performance), provided that the cause of the defect was manifest at the time of the transfer of risk. The choice between repair or replacement shall be made by PPS. If supplementary performance fails, the customer can, without prejudice to claims for compensation, withdraw from the contract and reduce the fee payable.

Claims for defects shall not be allowed where the defect represents only a minor deviation from the specification agreed or only a minor impairment of usability. Nor shall such claims be allowed in the case of natural wear and tear or damage arising after the transfer of risk as a result of improper handling, especially improper installation or repairs carried out by a third party or the customer. Nor shall such claims be allowed in the event of excessive usage or the use of inappropriate equipment or as a result of exceptional external influence not anticipated in the contract.

The customer is responsible for meeting the burden of proof for all eligibility requirements, especially with regards to the fault itself, the date and time at which the fault was discovered and the notification of the fault within the applicable deadline. Warranty claims from merchants shall cease to be valid 12 months after receipt of goods; §438 para.1 no.2 and §634a para.1 no.2 of Germany's Civil Code shall remain unaffected. For end consumers, statutory expiry periods shall apply.

Place of performance, place of jurisdiction, applicable law

For the place of jurisdiction and place of performance, the statutory provisions of Germany's Civil Procedure and/or BGB shall apply. For registered traders, the place of performance and place of jurisdiction for all disputes shall be either Hamburg or the customer's head office, the choice to be at PPS.'s discretion. The place of jurisdiction shall be Hamburg if at the time the order is placed the customer has no general place of jurisdiction in Germany or, after placing the order, the customer moves its premises or habitual place of residence to outside of Germany, or if its habitual residence is not known at the time the claim is brought. Applicable law shall be the law of Germany with the exclusion of UN sales law.

Severability clause

Should one or more of the provisions of this contract prove to be partly or wholly invalid in law, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced with retroactive effect by another provision that comes as close as possible to the intention of the invalid provision.