

General Terms and Conditions of Trade (GTCT)

I. Framework Conditions for all Services of the Versand-Service Plate KG (limited commercial partnership, hereinafter referred to as VSP)

1. Applicability

1.1. The following conditions are a constituent part of all contracts with our business partners for deliveries, services, agreements and offers from and to VSP. Any deviating business terms of our Customers which are not explicitly acknowledged by us will be without any engagement, even without explicit objection to the a.m. terms on our part.

1.2. As a member of the German Direct Marketing Association (hereinafter referred to as DDV), VSP is committed to meet the association's quality and performance standards taking into account all relevant provisions of law of the Federal Data Protection Act

2. Contract Conclusion

2.1. Any offers submitted by VSP are always without engagement and non-binding.

2.2. The contract with the Customer is considered to be concluded as soon as an order confirmation is granted, respectively once the order is carried out by VSP. Order amendments and supplements as well as oral agreements and approvals, just as any kind of deviating business terms will only be binding, if confirmed by us in writing and carrying the legally binding signature of the the Managing Director, respectively its authorised staff member.

3. Prices

3.1. The prices arise out of the respective current VSP offers or VSP order confirmation. Unless explicitly otherwise recorded resp. agreed upon, all prices are considered to be net prices.

3.2. The VSP offers do not include any kind of packing and forwarding charges (incl. postal charges, parcel services and forwarding agents a.o.), as well as the legal VAT and other costs (e.g. cargo insurance, customs duties, data transmission fees etc.), which will be charged separately.

3.3. There will be a price surcharge in case of special formats deviating from the offer, resp. order confirmation and in case of non-compliance with fixed delivery dates regarding material to be processed. There will also be the right to apply an adequate price surcharge, if the material may not be processed properly, resulting in additional labour and other costs.

4. Conditions of Payment

4.1. Our invoice amounts state prices which are strictly net and which are due for payment without any deduction right away on receipt of the invoice.

4.2. VSP is entitled to partial invoicing and may claim advance payments adding up to the anticipated invoice amount before the order is concluded resp. carried out.

4.3. When dealing with European contractees VSP will state the Value Added Tax Identification Number which is provided by the respective contractee. In case of an incorrect number, the contractee will become liable for the tax obligation amount, which might be claimed from VSP by the respective fiscal authority.

4.4. In case of payment delays or debt prolongations the contractee will have to pay default charges which are 5 % higher than the basic rate of interest that was introduced in June 1998 being expressed in article 1 § 1 of the Gesetz zur Einführung des Euro (Act of Parliament Introducing the Euro). As soon as the European Central Bank will determine a reference interest rate representing an equivalent to the bank rate of the German Central Bank, the respective rate will substitute the afore mentioned basic rate of interest.

4.5. In case of a Customer's delay in payment resulting from an amount already due from the contract, VSP is entitled to charge the balance which would be due at a later date under normal circumstances to the Customer's account right away.

4.6. The Customer is entitled to exercise a right of retention, respectively to counterclaim only if and to the extent the counterclaim of the contractee is uncontested, legally final or recognised as such by us.

5. Delivery Time/Dispatch

5.1. All delivery dates are to be communicated in writing and are based on the written or telexed order confirmation of VSP. The delivery date is considered to be the time at which the order is handed over to the person respectively company that is contracted as cargo recipient.

5.2. Special date requests and fixed dates require special written agreement.

5.3. In case of damage due to force majeure, labour disputes, operational malfunctioning and other delivery failures which are not caused by VSP, the delivery respectively performance date will be prolonged by the respective period of disability.

5.4. In case of delays caused by the Customer respectively by companies or persons acting on behalf of the Customer (e.g. requested changes or postponed return of documents), or if material which is to be provided by the Customer does not reach VSP on schedule, the agreement on deadlines will become invalid and the delivery time will be prolonged by an adequate amount of time. There will not be a right to prior handling of delayed orders. VSP is entitled to demand an adequate surcharge for obstacles being caused by these delays.

5.5. In case of delays in delivery or VSP failure the contractee is entitled to withdraw from the contract after setting an adequate final deadline of at least 2 weeks. There is no right for any further claims for indemnity, unless the respective service delay or failure is caused by VSP with intent or gross negligence.

5.6. Delivery always takes place at the Customer's expense and risk, unless expressly agreed otherwise.

5.7. In case of delays in delivery being caused by the Customer, the risk will subrogate to the Customer together with a written note indicating that the goods are ready for dispatch. Versand-Service Plate KG reserves the right to determine the dispatch route and method, unless otherwise agreed. Express service deliveries by train and others will only take place upon written order confirmation. Cargo insurances are only procured upon written assignment and on Customer's expense.

6. Warranty Claims / Liability

6.1. In case of obvious defects, the notice of defects must be given within a limitation period of 14 days. The assessment of the costs will be based on the time of dispatch and the day the notice of defects is received by VSP. Concealed defects are to be claimed within a period of one year upon delivery. If the contractee processes the goods despite of defects, the delivered goods are considered to be approved.

6.2. In case of legitimate complaints, VSP reserves the right to make up for the damage according to choice, respectively reserves the right to deliver replacements. Reasonable time is to be allowed for this purpose. In case of neglected, possibly delayed or failed amendments or replacements the Customer has the right to claim reduced payment or to cancel the order. The Customer is not given the right to cancel the order, if only an insignificant part of the order is concerned by the defect, unless VSP acted with intent or gross negligence.

6.3. There is no right for any further warranty or claim for indemnity, especially in case of consequential damage of the defect, unless VSP acted with intent or gross negligence. This does not apply to liability claims for defects causing injury to life, body and health.

6.4. All claims for indemnity from the Customer against VSP are restricted to the respective invoice amount of the respective order (without postage and carriage costs), unless regulated otherwise in the present conditions. The liability limitation lapses if intent or gross negligence is laid to the charge of VSP or VSP's vicarious agents. This applies also to claims which are based on injury to life, body and health.

6.5. VSP will not assume liability for any paid postage, as postage is only an item in transit to VSP.

7. Place of Fulfilment /Jurisdiction

7.1. Place of fulfilment for deliveries, goods, services and payments is Plate.

7.2. Sole place of jurisdiction for all civil disputes resulting from the contractual relationship is Schwerin.

II. Framework Conditions for Specific VSP Services

1. Materials, Documents and Printed Matters of the Customer

1.1. Any material, document, printed matter etc. which is provided by the Customer is to be delivered to VSP franco domicile. Freight forward consignments will not be accepted, unless expressly agreed upon otherwise.

1.2. VSP has no obligation to check the indicated amount of material on receipt of the delivery. The Versand-Service Plate KG may not be held liable for failed mandatory inspections and shortfall quantities which arise in the course of subsequent material processing.

1.3. Furthermore VSP has no obligation to check the delivered material for possible defects.

1.4. VSP is liable only in accordance with the proviso I, subparagraph 6.3. and 6.4. of the GTCT in case of loss, damage etc.

1.5. If requested, the Customer will be informed about residual material that is left over after order processing. This material will be destroyed one month after order processing at the latest, if the Customer does not communicate any decision on any further way of proceeding after receiving the residual announcement. The respective demolition cost will be charged to the Customer.

2. Order Information Processing (EDP services)

2.1. If VSP is processing personal data of the order, the Customer will issue concrete instructions in accordance with § 11 of the Federal Data Protection Act. VSP guarantees processing according to instructions and duly backed up data in accordance with the declaration of commitment of the DDV.

2.2. Errors in data processing which are laid to the charge of VSP or VSP's vicarious agents will be corrected free of charge to the extent to which they are within VSP's means. Any error correction is limited to the extent of the invoice amount of the respective order. The liability limitation lapses if intent or gross negligence is laid to the charge of VSP or VSP's vicarious agents. Complaints regarding faulty goods and services are to be filed to VSP by the Customer immediately upon notice. At all times VSP has to be given the possibility of order correction.

2.3. Unless regulated otherwise in the present conditions, VSP will only assume liability for any further claims for indemnity in case of intent or gross negligence by VSP or VSP's vicarious agents.

3. Laserprint/Ink-Jet

3.1. Colour deviations within normal scope and which may arise in the course of all printing methods during colour reproduction are to be accepted by the Customer.

3.2. Change requests from the Customer (based on sent proof sheets) will only be dealt with after written confirmation. The first proof sheet is free of charge. For any additional proof sheets, that are necessary due to change requests by the Customer, the Customer will be charged at cost price.

3.3. As a basic principle, the Customer will be liable for the respective concept, i.e. text and presentation. This non-liability does not concern grossly negligent and wilful conduct of the Versand-Service Plate KG.

4. Packing, Finishing Mailings and Postal Deliveries (Lettershop Services)

4.1. Packing and postal deliveries will be conducted in a, for this line of business, customary way. Deviating agreements from the customer will only be binding if agreed upon by VSP in writing.

4.2. Incurring postage and transport costs will be charged as lump sum payment by VSP and are to be irrevocably credited in full to a VSP account by the Customer, specifying the designated use, at least 3 days ahead of the scheduled postal delivery date. Otherwise VSP is not under obligation to arrange postal delivery.

4.3. In case of additional fees or charges from the Deutsche Post AG due to weight tolerances, the Customer will be obliged to meet the costs due. These costs will be charged upon order completion with a final invoice and will be offset against the lump sum payment.

5. Storage

5.1. In case of (residual) material storage at VSP, VSP will charge storage costs per pallet and commenced month.

5.2. VSP is liable for all goods that are stored on VSP's business premises within the framework of the ordinary obligation to exercise diligence coming within the provisions of law. VSP may not be held liable any further -e.g. in case of possible consequential damage - unless VSP or VSP's vicarious agents acted with intent or gross negligence.

6. Specified Customer's Duty

6.1 The Customer is committed to sufficiently inform VSP, to his best knowledge, on the delivered material, especially with regards to the material quality. Any information that is provided in this context may be used by VSP.

6.2 The Customer is obliged to answer for the correctness of his information, unless it is made visible by affixes, such as "until" or "circa" that the information given is based on estimates. Whereby also these estimates need to be to the best knowledge of the Customer.

6.3 The customer guarantees the transfer of personal data consistent with data protection laws and provides plain texts, images (300 dpi minimum-resolution) and designated fonts. Images as well as fonts to be provided by VSP will be acquired by purchase in consultation with the Customer (right of image use /licenses).