

DEUTSCHE POST ADRESS GMBH & CO. KG's General Terms & Conditions

1. Scope

- 1.1 These terms and conditions are valid for all contracts or agreements regarding delivery and services between Deutsche Post Adress GmbH & Co. KG, Am Anger 33, D-33332 Gütersloh, hereinafter referred to as Post Adress and their contractual partners (customers), provided that no individual contractual regulation or no special terms and conditions (e.g. for the usage of POSTADDRESS MOVE) is supplied. The general terms and conditions are produced for B2B business, also for natural persons, a legal entity or business partnerships having legal capacity, who on closing the legal transaction with us, exercise their commercial or self-employed activity. The contractual inclusion of our terms and conditions, ensures and guarantees our client that these requirements are fulfilled.
- 1.2 We reserve the right to change the terms and conditions to a reasonable extent. Changed terms and conditions become effective for all Post Adress's services used, when published on the internet address www.postadress.de.
- 1.3 Our clients' purchasing conditions are only binding when we explicitly acknowledge them in written format. Inconsistent or contradictory general terms and conditions are ineffective, independent from the date of their contractual inclusion. In doubt, law applies.

2 Termination of Contract

- 2.1 The contract becomes effective on receipt of our order confirmation or on partial implementation or usage of a Post Adress service by the client themselves or via other parties. The placing of the order, as well as amendments and supplements of the range of the services are only binding, if they are carried out on a permanent data carrier/ storage medium.
- 2.2 We reserve the right to withdraw from contracts already concluded until debts are paid, which originate from the provision of Post Adress's services or deliveries. In this case, the client only has the right to be reimbursed for his services supplied. Additional claims, in particular damages, are not allowed.

3 Delivery Date

- 3.1 Our named scheduled deadlines are planned deadlines. They indicate as a general rule the week, in which the delivery/service will be carried out (provided that normal business activity occurs). On no account does it mean a fixed date according to the German commercial code.
- 3.2 Agreed delivery dates indicate the point in time of transfer of physical subject-matter to the transport companies e.g. the commencement of our service or the transfer of data.
- 3.3 Delays, which are caused by our client or his legal representatives (e.g. requests for changes, late delivery, return of catalogues and/or other materials and delivery of fault

data which cannot be processed), lead to a delay in delivery – e.g. the time schedule for the delivery/service is changed to an appropriate time period including a reasonable start-up period. The client does not have a claim to immediate processing of such orders.

- 3.4 Acts of God, industrial conflicts (strike, lockout) as well as other disruptions, arising through no fault of one's own, which happen to our legal representatives or suppliers, result in a delayed delivery date, which lasts as long as the disruption lasts.
- 3.5 If the delay lasts more than a period of 3 months, the client has the right to withdraw from the contract.
- 3.6 Possible clients' claims for damages, due to a delayed delivery date or service, (claims for delay) are limited from 0.5% to 5% maximum of the affected order value (net), using only complete weeks to calculate the period of delay. Therewith all claims for damages due to delays or discontinuances due to delays are satisfied. This does not apply if Post Adress, their representatives or legal representatives are found guilty of vicarious intent or gross negligence.

4 Data Processing, Rights of Use, Retention of Title

- 4.1 When Post Adress process the client's individual-related data, we will act solely as order data processor for the client according to the BDSG. Storage unit according to law is the client. This individual-related data is only processed according to the client's instructions. In this respect, the client is responsible for the legitimate capture and storage of the individual-related data. The client indemnifies us from claims from third parties, which originate from work carried out by us under the client's instructions.
- 4.2 Post Adress is entitled to consign the completion of the contractually rendered data processing fully or partially to subcontractors. The respective agreements with the subcontractor have to be formulated so that they do comply with these general terms and conditions.
- 4.3 The granting of proprietary or other rights of use for our delivered work (drafts, texts, outline, graphics, documents, special production techniques, programmes etc.) are carried out in line with the relative ascertained contractual usages. The granting of additional proprietary or other rights of usage requires a separate contractual agreement. Work processes or translations require our approval. Rights of use for work, which are not paid for by the end of termination of the contract, remain with us (i.e. the rights return to us).
- 4.4 Delivered goods or other contractual finished goods remain our property until complete payment of the purchase price takes place. As long as we lodge a retention of title, a withdrawal from the contract is only then valid, if we expressly agree in writing. The client's right to own the ordered goods is no longer valid, if his obligations from this contract remain unfulfilled. The client must inform us immediately of a constraint or another damnification caused by a third party. If the value of the existing assurance exceeds the total assured claim by more than 10%, we will at the client's request agree to the release of security

5 Client Co-operation

- 5.1 The client ensures that all essential co-operative activities on his part and that of his legal representatives are carried out on time, in the required specifications and to the required level, without any costs incurred to Post Adress.
- 5.2 The client provides without delay necessary information, data and other material to us, particularly for the completion of the order.
- 5.3 Data medium, which the client provides to Post Adress must be in content faultless and technically faultless and must be checked by the client for viruses. Otherwise, the client is to compensate us for the resulting damage from the usage of this medium and indemnifies us from all claims from third parties.

6 Payment

- 6.1 At termination of contract, Post Adress's remuneration for services provided is due immediately in cash without discount.
- 6.2 If we do not initiate an early termination of a contract, or if the client orders services, which are not used, Post Adress receives 60% of the agreed payment for the unused services. Post Adress has the right not to provide verification of low or saved expenditure. The client may verify that Post Adress incurred no damage or high outgoing expenditure.
- 6.3 The client is obliged to pay 5% interest from the point in time when he can use the service, provided that this payment is not a deferred payment.
- 6.4 The client delays payment despite due-date when: a) The scheduled time for the service was defined by calendar time. b) Post Adress sends reminders after due-date. c) 30 Days after due-date without receipt of reminder and receipt of an invoice or an equivalent request for payment. In the case of a delay of payment by the client, Post Adress has the right, to demand 5% default interest, over the base lending rate. Post Adress can demand commercial interest to the same level, due to delay of payment over the due-date.
- 6.5 All payments to Post Adress are due immediately when terms and conditions of payment are not kept or when qualified information, which reduces the client's creditworthiness, becomes available to Post Adress. In this case, Post Adress has the right to process outstanding services only on payment in advance, or to demand adequate security
- 6.6 If Deutsche Post's price contains no details regarding V.A.T., then the net-price becomes effective, to which the relevant valid V.A.T. is added.
- 6.7 In case there is a partner named in the contract of Post Adress, the partner is revocable authorized by Post Adress to collect dept for Post Adress. In this respect the client settles the invoices, which were accordingly issued by the partner on the authority of Post Adress, with the partner. In case Post Adress cancels the authority to collect, Post Adress will immediately inform the client. After receipt of the cancellation, the client is permitted to settle the invoices only directly with Post Adress, even so the invoice was issued by the partner.

7 Right of Retention, Pricing

- 7.1 The client can only offset payments from Post Adress with indisputable or legally binding payments to Post Adress.
- 7.2 The client can only assert a right of retention, which is based upon the same contractual relationship.

8 Guarantee/Warrantee

- 8.1 We are obliged to provide the services assigned to us in an accurate fashion as deemed correct from a fair trader. When a fault or deficiency in our service or in our guaranteed quality takes place, the client must discontinue any possible work immediately after detection and complain in writing promptly. Complaints regarding blatant deficiencies are revoked after acceptance procedures or after expiration of 4 working days from putting the service to use.
- 8.2 By legitimate immediate complaints regarding deficiencies, we will take the deficient service back, as much as possible, and will supply instead of it a faultless service. With appropriate consideration of the client's interests, we also have the right, to change or to amend the minimum value.
- 8.3 If we do not comply with our obligation, according to the contract, to a substitute delivery or to rectify defects, the client has the right, of his own choice, to stop using the substitute delivery or to terminate the contract.

9 Liability

- 9.1 Post Adress is liable according to the liability clauses in the respective individual contracts. After which the additional following information becomes effective: The warranty of characteristics does not include the description of our products and services, the specification of the allowed purposes of use and our promotional information. If we explicitly assure certain product characteristics, then we would be liable for deficiencies regardless of negligence or fault. We would be liable only for consequential harm caused by a defect, insofar as this harm is outlined in the warranty of characteristics. We are not liable for lost profit.
- 9.2 Post Adress or their legal representatives are liable for damage to the client's property only in the case of wilful or gross negligent behaviour. The liability is limited to such a direct type of damage and to such an extent of loss, which for us is reasonably foreseeable when claiming benefits. This negligent action in individual cases amounts to at most 10 times the respective net value of the transaction, but not more than 25.000,00 €.
- 9.3 Post Adress or our legal representatives are liable for each default regarding violations of fundamental contractual obligations (cardinal obligation). The liability for damages is also in this case limited to the typically foreseeable damage.
- 9.4 The client recognises that no complete security exists or can exist for all participants when using the internet as a transmission path. This also applies if a SSL-Encryption is used. The client recognises that a third party is not allowed to transfer data without authorization. The client accepts this risk.

- 9.5 We are liable for the loss of client's data, if we or our legal representatives, have lost the data wilfully or in gross negligence. The client ensures that data can be reconstructed with justifiable expenditure, by using their own data back-up dated before delivery takes place. If the client's database changes, the client must implement data security measures.
- 9.6 We are released from the obligation to the service for the period of time when acts of God or unforeseeable sequence of events (which we cannot influence) necessitate the restriction or discontinuation of business operations. Acts of God such as fire, strike, lock-out, failure of communication systems and other circumstances, which we cannot influence, make our or our legal representative's daily business operation very difficult or impossible.

10 Applicable Law and Place of Jurisdiction

10.1 German Law applies excluding UN-purchase law.

10.2 Place of fulfilment and court of jurisdiction is Gütersloh, Germany.