

Contractual terms and conditions of delivery and payment

1. Period of validity

Our business proposal is subject to change until its acceptance. All orders are executed on the following terms and conditions. Where customer's terms and conditions differ from our own, they shall not be binding upon ourselves even if we have not expressly objected to the same.

2. Object of performance

Unless the customer provides specifications concerning colours, luminosity and contrast for reproduction or duplication, such qualities shall be determined by ourselves, at our own discretion. Specimens are average samples.

3. Execution documents

Unless otherwise requested, any documents and data media we receive shall be returned to the customer by ordinary mail and at the customer's risk.

4. Violations of industrial property rights

Where third-party property rights are concerned (copyrights, etc.), our procedure shall be subject to the customer's instructions. The customer must therefore undertake to check for the existence of potential third-party property rights and notify us accordingly. Should the customer violate this commitment and should the execution of the order therefore lead to the violation of third-party property rights, then this shall effectively be the customer's liability alone; the customer shall indemnify us against any third-party claims and reimburse us for any legal expenses and compensation claims that may become payable.

5. Delivery dates

All delivery dates shall be specified in writing once a written order has been issued by the customer. So-called scheduled dates are not binding delivery dates. If the conclusion of a contract is followed by an instance of force majeure, industrial action, lock-outs either in our own operations or those of third parties, or machine stoppages due to electric power cuts or water cuts or similar events and if such an occurrence is unpredictable, inevitable or unusual for us and if it is not within our responsibility, then the delivery period shall be extended by the duration of the impediment, provided that this period does not exceed three weeks and the customer can reasonably be expected to accept this extension. In the event of delays to delivery, the additional reasonable period that may be set by the customer shall be a minimum of 8 days.

6. Prices and terms of payment

Unless a different price has been expressly agreed, the relevant prices shall be those specified in the price lists applicable on the day of issuing the order. Prices are per item. Billing shall be applied to the delivered quantities, including any samples that have been produced. If subsequent changes are made to the agreed service/product at the customer's request, then they shall be billed separately to the customer, together with the resulting machine stoppage. All shipping costs, including transport insurance, shall be borne by the customer. Invoices shall be payable immediately upon receipt. Discount shall only be granted upon express written agreement. We are not obliged to accept bills of exchange or cheques. Bills of exchange are only accepted as conditional payments. Discount charges and expenses shall be borne by the customer and shall be payable immediately. We do not accept liability for the on-time submission, protesting, notification or return of a bill of exchange in the event of non-redemption. If we accept bills of exchange or cheques, payment shall not be deemed to have taken place until redemption. The customer may only offset outstanding claims against legally established counterclaims or against counterclaims that have been recognised by us and which are not disputed. Should the customer's solvency deteriorate between the acceptance and the delivery of an order or if we learn at a later stage that there are established concerns about the customer's solvency, then we shall be entitled to request advance payment, to retain outstanding deliveries or to withdraw from the contract unless we are given a security upon the specification of a time limit or unless we are offered cash on delivery. If a service or product is charged to a third party at the customer's request, then this shall be subject to the receipt of payment.

7. Shipping

If goods are shipped at the customer's request, then this shall be done at the customer's expense and risk (sale by description / sales shipment). This shall also apply if shipment takes place within the same locality or is effected by our own staff or in our own vehicles. If we agree transport insurance with our customer, then the relevant costs shall be borne by the customer alone.

8. Complaints

If the customer is a business, then it shall inspect the goods immediately upon receipt, and, if a defect is found, notify us in writing within no more than 4 days. Observance of this deadline shall require no more than on-time despatch of notification. Moreover, section 377 of the German Commercial Code HGB shall have unlimited application. If the customer is not a business, then it shall notify us of any apparent defects within a period of 2 weeks upon delivery. Otherwise the condition and quality of the goods shall be considered as accepted. Non-apparent defects shall be notified by the customer as soon as they have been identified and within the period of limitation. No defects may be claimed outside these parameters. In the event of a complaint we must be given

any documents that relate to the order and which are not within our possession; otherwise we cannot warrant the immediate checking and processing of the complaint.

9. Warranty

In the event of a justified complaint it shall be at our discretion, irrespective of the nature of the contract, to effect supplementary performance of the contract through the removal of the defect or by supplying non-defective goods within a reasonable period of time. If the chosen method of supplementary performance fails, then the customer may demand the cancellation of the contract or reduction of payment, provided that the defect has not been fraudulently concealed. We shall have the right to conduct at least 2 supplementary performance attempts before supplementary performance is deemed to have failed. The customer shall not be entitled to any further-reaching claims or rights arising from defects.

10. Liability

We shall be liable for any contractual and statutory damage claims of the customer, particularly where such damage is incurred by the customer through our violation of duties in contract negotiations, through contract violations, including ancillary duties, or through wrongful acts in cases where we or our vicarious officers or agents are guilty of intent and gross negligence. We shall be liable for damage arising from injury to life and limb or to a person's health in cases of negligence. We shall be liable for any non-observance of assured qualities and for any culpable violation of essential (cardinal) duties in cases where a given damage is a typical foreseeable damage. Otherwise we accept no liability.

11. Reservation of ownership

Delivered goods shall continue to be our property until complete payment has taken place. If the customer is in violation of contract, we shall be entitled to take back the relevant purchased items. The customer undertakes to treat items with care until ownership has passed to the customer. Until then the customer shall notify us immediately and in writing if the relevant item has been taken in execution or has been otherwise exposed to third-party intervention. Goods under reservation of ownership may be sold by the customer to third parties through normal, ordinary transactions. Any payment claims to which the customer is entitled upon selling goods that are under reservation of ownership shall be preliminarily ceded to us by the customer at this stage and at the amount agreed with us under the relevant final invoiced price (including VAT). The amount shall be ceded irrespective of whether the relevant item has been sold to a third party without processing or after processing. The customer shall continue to be entitled to collect the claimed amount even after it has been ceded. This shall not impact our entitlement to collect the claimed amount ourselves. However, we shall waive collection of the claimed amount as long as the customer continues to meet its payment obligations arising from the profits raised, as long as the customer is not in arrears and particularly as long as no application has been made for insolvency proceedings and no payments have been suspended. Any treatment, processing or transformation of the relevant item by the customer shall always take place on our behalf and at our request. In such a case the customer's expectancy rights shall continue in respect of the purchased and transformed item. If the item is processed in conjunction with other items, not owned by ourselves, then we acquire co-ownership of the new item at the ratio between this item and the other processed items at the time of processing. The same applying to items being mixed. If mixing proceeds in such a way that the customer's item must be seen as the main item, then the customer shall transfer to us pro-rata co-ownership in such a way that the resulting sole ownership or co-ownership is reserved for us. We undertake, at the customer's request, to release the securities to which we are entitled, provided that their value does not exceed the secured outstanding dues by more than 20%.

12. Jurisdiction and performance

The place of jurisdiction and performance for all disputes arising between us and the customer shall be our principal place of business (Düsseldorf or Stuttgart).

13. Effectiveness

Should a provision in these General Terms and Conditions be or become ineffectiveness, then this shall not affect the remaining conditions.

Esslingen, January 1, 2007