

Terms and conditions (March 2011)

1 Scope

- 1.1 The general terms and conditions (T&Cs) shall be part of all contracts with

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- hereinafter named contractor -

- 1.2 Oral subsidiary agreements and deviating agreements shall be made in writing.
- 1.3 Subsequent regulations in contrast to or deviating from the general terms and conditions of the contractual partner shall not be applicable. The following terms and conditions shall also explicitly apply when the contractor executes deliveries and renders services without reservation upon knowledge of the terms or conditions to the contrary or at variance with the subsequent terms and conditions.
- 1.4 The following terms and conditions shall only apply against companies within the meaning of § 310 Para. 1 BGB (Civil Code).

2 Conclusion of contract

- 2.1 The contract with the customer shall only come into existence on receipt of an order confirmation or when the order is executed.

3 Prices, terms of payment

- 3.1 Specified prices for each current quote shall be valid.
- 3.2 Shipping and postage expenses shall be charged separately and shall be due immediately net without deduction by means of an advance payment.
- 3.3 If special difficulties arise due to the condition of the material to be processed which result in an increase of the agreed or standard expenses and which were not foreseeable when the contract was concluded

for which the contractor is not responsible a mark-up for additional expenses can be asked for.

- 3.4 If necessary, the accrued postage expenses shall be asked for as flat postal charges and have to be irrevocably credited to one of our accounts three days prior to the postal delivery date stating the purpose for which it is to be used.

- 3.5 Unless not otherwise stated, the indicated prices and other payments are inclusive of the correspondingly valid legal turnover tax.

- 3.6 Invoices shall be due immediately, provided no other agreements have been made in writing.

4 Delay in delivery

- 4.1 Agreements on delivery dates and times must be presented in writing.

- 4.2 Compliance with supply commitments shall require a proper fulfilment of customer's obligation. This shall include the clarification of all technical matters. Moreover, the customer shall leave all documents necessary for the execution of the order as well as the material to be provided to the customer in good time or at the agreed delivery date with the contractor. The same applies to the timely advance postal payment according to It. 3.3. An objection of a non-fulfilment of the contract shall remain reserved.

- 4.3 If the customer is in default of acceptance or violates other obligations of participation by negligent conduct the contractor shall be entitled to ask for an indemnification of the loss arising in this respect including possible additional expenses. Further claims shall remain reserved.

- 4.4 Provided the conditions stipulated in It. 4.3 prevail, the risk of an accidental loss or an accidental worsening of the purchased issue shall pass into the ownership of the customer at a point of time when he has been behind schedule or in default of a debtor.

- 4.5 The agreed delivery time shall be considered as complied with when the period has not been expired at the day of delivery to the haulage contractor or the forwarding agent.

5 Letter shop and dispatch work

- 5.1 5.1 In view of the daily goods received the contractor cannot inspect the quality or check the quantity of the material to be procured and processed by the customer. The contractor shall not have a special duty to examine to an effect as to whether the materials to be delivered by the customer fulfil also the requirements desired by him.
- 5.2 In the event of a discrepancy as regards a deviation from the required quality and quantity claims can

only be put in against the contractor if the deviation is done intentionally or when gross negligence prevails.

5.3 Costs arising from an incorrect delivery of materials eg due to reprints must be borne by the customer, in so far as the contractor is not responsible according to the aforementioned regulations in It. 5.1 and 5.2.

5.4 Liability shall not be assumed for printed matters or other materials as well as addresses and card-indexes left to the contractor for processing, providing the contractor has acted intentionally in this respect or by gross negligence. In such cases the liability shall be restricted to an indemnification for the loss foreseeable on conclusion of the contract.

6 Performances by third parties

6.1 For rendering the commissioned performances the contractor shall be entitled to make use of third parties in compliance with the regulations of the Federal Data Protection Act (BDSG). At customer's request the above parties are disclosed.

7 Guarantees, liability

7.1 The contractor shall not guarantee any specific conditions or other qualities of the services rendered.

7.2 A liability for the services supplied shall only be assumed if damage is done intentionally or by gross negligence or if main contractual obligations have been violated.

7.3 In case of minor negligence the contractor shall only be liable when personal injury or injuries to health have occurred due to a behaviour for which the contractor is responsible for as well as for claims according to the Product Liability Act. Unless an intentional violation of his duty prevails, a liability is limited to a foreseeable contract-typical damage.

7.4 On delivery of an article of merchandise the customer shall explicitly acknowledge the warehouses made available as appropriate. For possible damage to the stored goods the contractor shall only be liable within the scope of a damage done intentionally or by gross negligence. The goods deposited shall only be insured on special request and under the assumption of the costs by the client.

8 Warranty

8.1 In so far as legal warranty claims arise in connection with the rendering of services, such claims shall be statute-barred within one year after the risk is passed. Within the scope of subsequent fulfilment the contractor shall reserve the right to choose

between subsequent improvement and additional delivery. The requirement to make a complaint according to § 377 HGB (Commercial Code) shall also apply for work performances. Otherwise, the assertion of claims based on defects shall depend on a written notice submitted within one week after their initial recognition.

8.2 When a contract is handled with several deliveries each individual delivery must be inspected and, if required, objected within a specified time limit.

9 Data processing

9.1 For the processing, utilisation and storage of data and the procurement of addresses and their utilisation the legal presentation of the BDSG (Federal Data Protection Act) shall apply as amended.

9.2 PORTICA requires encrypted data transfer only. PORTICA assumes no responsibility for resulting damages if data is transmitted without proper encryption.

10 Reservation of title

10.1 Until the purchase price has been fully paid the contractor shall retain title to the supplied goods.

10.2 Processing or remodelling of the supplied objects by the customer shall always be carried out for the contractor.

10.3 When the delivered objects are processed with other objects not belonging to the contractor or increased in value by a service rendered the contractor shall acquire co-ownership of a new issue in relation of the value of the delivered objects (final amount of invoice incl. VAT) to other processed objects at the time of processing. In other respects the same shall apply to the issue resulting from processing as to the objects supplied under reservation.

10.4 When the property of the contractor is inseparably mingled with other object not belonging to him the contractor shall acquire co-ownership of a new issue in relation of the purchased issue (final amount of invoice incl. VAT) to the other mingled objects at the time of mingling. If mingling takes place in such way that the issue of the customer is regarded as main issue it shall be considered as agreed that co-ownership is transferred proportionally from the customer to the contractor. The customer shall keep the sole ownership or co-ownership in custody for the contractor.

10.5 Upon request of the customer the contractor shall be obliged to release the securities due to him inasmuch as the realised value of the securities exceeds the claims to be secured by more than 10 %. The selection of the securities to be released shall be incumbent on the contractor.

11 Passing of risk, dispatch

- 11.1 Unless no other result comes from the confirmation of the order, a delivery has been agreed „ex works“.
- 11.2 A dispatch shall always be carried out for the account and risk of the customer. This shall also apply when it takes place with contractor's own transportation means.
- 11.3 If dispatch is delayed for reasons for which the contractor is responsible the risk shall be passed to the customer when readiness for dispatch is notified.

12 Final provisions

- 12.1 The place of performance shall be the established place of the contractor.
- 12.2 The law of the Federal Republic of Germany shall explicitly apply. An application of the UN law on the sale of goods shall be excluded even as far as it has become a domestic law.
- 12.3 Provided the contractual partner is a merchant who has been entered into the commercial register the established place of the contractor shall be agreed on as place of jurisdiction.
- 12.4 If individual provisions of the contract including these regulations are or become ineffective in full or in part or if the contract is incomplete as regards the regulations the effectiveness of the remaining provisions shall remain unaffected. Ineffective or missing provisions shall be replaced by adequate legal regulations.

As of March 14, 2011