

**General Terms and Conditions of Business for direct services
Gütersloh GmbH for Services in the Lettershop Division**

direct services Gütersloh GmbH
An der Autobahn 300
33333 Gütersloh



Registered office: Gütersloh
Gütersloh District Court HRB 3827
Managing Director: Axel Hentrei and Dirk Kemmerer
Valid from: 1 November 2016

– for usage with merchants –

I. Framework terms and conditions for all services (print and letter shop services, production of advertisements, contract data processing, other contractual relationships)

1. Scope of application: Our deliveries, services and offers are made and provided solely on the basis of these General Terms and Conditions. They are deemed to be acknowledged when the order is placed or the service accepted. Derogating or supplementary terms and conditions of the contractual partner are excluded, even if we do not expressly object to them. These General Terms and Conditions shall also apply to all future transactions with the contractual partner unless something to the contrary is governed in an individual case.

2. Conclusion of contract: The contract with the contractual partner enters into force only after we have issued confirmation of the order or executed the order.

3. Payment terms

3.1 The prices are derived from the order confirmation and, unless otherwise regulated, our price list as amended. If not noted otherwise, the indicated prices are net prices. Packaging, postage costs, transport insurance, disposal costs, customs fees and the statutory value-added taxes are calculated in addition.

3.1.1 All changes occurring in an agreed foreign currency or the exchange rate to the euro after the conclusion of the sales (date of order confirmation) shall affect the contractual partner.

3.2 Our invoices shall be payable immediately without deduction. Payments are to be made directly to us and shall only be deemed to have been made if we can dispose over the funds. They may only be made to representatives and employees if they are designated to receive such by special power of attorney.

3.3 Bills of exchange and cheques may only be accepted after special agreement and on account of performance without us incurring costs or fees.

3.4 In the event of late payment, we are authorised to calculate the currently valid amount of statutory default interest and add it to the invoice for the contractual partner. The assertion of further damage due to default shall remain unaffected.

3.5 If the contractual partner defaults on payment due to an already-owed payment obligation based on the contract, we are entitled to make the remaining debt owed later under normal circumstances payable immediately.

3.6 The contractual partner shall only be authorised to offset if its counterclaim is undisputed or legally binding. The contractual partner is only authorised to assert a right of retention to the extent that its counterclaim is based on the same contract and has been established as legally valid or is not disputed.

4. Delivery

4.1 Delivery deadlines and delivery periods are only binding if we have confirmed such in writing. The indicated delivery deadlines are based on the date of handover to the person or facility designated for the transport.

4.2 If the contractual partner causes or was co-responsible for causing delays (e.g. due to requests for changes, late delivery or return of catalogues and materials, late delivery of materials), the delivery deadlines shall be extended accordingly.

4.3 Unanticipated, unavoidable events that we cannot influence and are not responsible for, such as force majeure, war, natural disasters, regulatory orders or illegal labour disputes, shall release us for the length of the event from our duty to make delivery or provide the service on time. Agreed deadlines shall be extended by the length of the disruption; the contractual partner shall be notified of the occurring disruption in an adequate way. If the end of the disruption is not foreseeable or it lasts longer than three months, each Party shall be entitled to withdraw from the contract.

4.4 If our deliveries are delayed, the contractual partner shall only be authorised to rescind the contract if we are responsible for the delay and an adequate deadline for delivery as set by the contractual partner passes without performance.

5. Unless agreed otherwise, the cost of shipping shall be billed to the contractual partner. When the object of delivery is handed over to the transport company or the contractual partner, the risk of accidental loss or accidental deterioration of the object of delivery is transferred to the contractual partner irrespective of whether the shipment takes place from the place of performance. If the object of delivery is ready to be shipped and the shipment

or acceptance is delayed for reasons that we are not responsible for, the risk of such loss or deterioration shall be transferred to the contractual partner upon its receipt of notification that the object is ready for shipment to the customer receiving the shipment. Insurance shall only be provided at the request and cost of the contractual partner.

6. Acceptance delay

6.1 If the contractual partner continues to refuse acceptance after the end of a reasonable follow-up period set by us, or previously declares seriously and definitively that it does not want to accept the object of delivery, we may (irrespective of any other possible rights) withdraw from the contract or demand compensation for damage instead of performance.

6.2 If compensation for damage is demanded in accordance with section 6.1, we may demand the contract value as lump sum compensation without providing proof; the contractual partner is authorised to prove that we did not suffer any damage at all or significantly less than the lump sum. We reserve the right to assert even greater actual damage.

6.3 If the contractual partner defaults on acceptance or breaches other cooperation obligations, we are entitled to store the goods at the risk and cost of the contractual partner in a reasonable manner.

7. Agreement on characteristics without assumption of guarantee

7.1 direct services ensures that the object of delivery shall have the agreed characteristics at the time risk is transferred; such shall be determined solely according to the specific agreements on the properties, features and performance qualities of the object of delivery as reached by the Parties in writing.

7.2 direct services shall not assume any guarantee towards the contractual partner for the characteristics of the object of delivery beyond the agreement on characteristics under section 7.1.

7.3 Information in catalogues, price lists and other information material that we have transmitted to the contractual partner is not to be understood as guarantees for a specific characteristic in the object of delivery.

8. Rights of the contractual partner in the case of defects, duty to inspect

8.1 Should the contractual partner have rights due to defects in the object of delivery, such assumes that the contractual partner has checked the object of delivery immediately after handover and notified us immediately in writing of the defects; hidden defects must be reported in writing immediately after their discovery.

8.2 Defects involving a part of the entire scope of delivery do not authorise the contractual partner to withdraw from the contract unless the partial delivery is not of interest for the contractual partner. The same applies to a claim asserted by the contractual partner for damage compensation rather than full delivery ("major compensation for damage").

8.3 In every case involving a complaint about defects, we reserve the right to inspect and check the object of delivery that is subject to the objection. The contractual partner shall grant us the time and opportunity required for such. direct services may also request that the contractual partner return the object of delivery subject to the complaint to us at our cost. If the contractual partner's complaint about defects proves to be unjustified, it shall be obligated to compensate us for all the expenses incurred in connection therewith - e.g. travel and shipping costs.

8.4 We will eliminate defects either by repairing the defect free of charge for the contractual partner or by making a replacement delivery of a non-defective product or by replacing the entire object of delivery (collectively referred to as "post-performance fulfilment").

8.5 The contractual partner shall grant us the time and opportunity required for post-performance fulfilment. Only in urgent cases of a threat to operational safety or to prevent disproportionately large damage, or if we are in default with post-performance fulfilment shall the contractual partner have the right to eliminate the defect itself or have such done by a third party after notifying us immediately and to request from us compensation for the costs required and incurred due to the post-performance fulfilment.

8.6 The contractual partner's rights in the case of defects shall lapse if defects occur for reasons caused by the contractual partner, e.g. release by the contractual partner despite the defect already being present at the time of the release, or due to unsuitable or improper use, defective commissioning or faulty treatment by the contractual partner or by a third party hired by it or due to natural wear, provided we are not responsible for the defect.

8.7 The costs for materials, shipping, work and other expenses incurred for the purpose of post-performance fulfilment shall be covered by direct services if the contractual partner does not have to bear these costs in the exceptional cases set forth in the last sentence of section 8.3.

8.8 If the elimination of defects or replacement delivery fails, if such is not reasonable for the contractual partner or if direct services refuses such due to unreasonable cost, the contractual partner can choose, in accordance with the statutory provisions, between withdrawing from the contract, reducing the purchase price or requesting compensation for damage (or possibly compensation for its expenses).

8.9 The period of limitation for the contractual partner's rights to post-performance fulfilment, withdrawal or reduction shall be 12 months from the date on which the delivery is made to the contractual partner.

The period of limitation shall not apply to the contractual partner's damage compensation claims and its rights in the case of maliciously concealed or intentionally caused defects.

If the object of delivery is sold by the contractual partner or contractual partners of the contractual partner directly or indirectly to a consumer as intended, the claims to recourse against us shall expire at the earliest 2 months after the contractual partner satisfied the consumer's claims or its other buyer's claims.

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9. Damage compensation and limitation of liability

9.1 direct services shall be liable without limitation for intent and gross negligence; in the case of loss of life, physical injury or damage to health it shall also be liable for any form of simple negligence.

9.2 Otherwise, direct services shall be liable, irrespective of the legal basis, for itself and its vicarious agents only if a material contractual duty was culpably breached in a manner endangering the purpose of the contract or if the damage is due to intent or gross negligence. A material contractual obligation is deemed to be an obligation whose fulfilment makes the proper performance of the contract possible at all and which the other contractual partner generally may rely on being performed. If the culpable breach of such a material contractual obligation is not intentional or grossly negligent, the liability on grounds of cause and the amount of the liability shall be limited to the typical damage that was to be reasonably anticipated at the time the contract was concluded.

9.3 The limitations of liability or exclusions of liability under section 9.2 shall not apply to liability independent of fault as prescribed by law, such as liability on the basis of a guarantee or in accordance with the German Product Liability Act [Produkthaftungsgesetz].

9.4 If the liability of direct services is excluded or limited in accordance with section 9.2, this shall also apply to the personal liability of its employees, wage earners, bodies, representatives and vicarious agents.

10. Retention of title

10.1 The delivered products shall remain the property of direct services until full payment of all claims of direct services arising from the business connection with the contractual partner.

10.2 In the case of a current account, the retention of title shall be deemed security for the balance on the claims to which we are entitled.

10.3 The contractual partner shall only be authorised to sell products subject to retention of title in the ordinary course of business. The contractual partner is not authorised to pledge the products subject to retention of title, to post them as collateral or to dispose over them otherwise in a way that endangers the ownership of direct services. The contractual partner hereby assigns any claim from resale to us; direct services hereby accepts this assignment.

If the contractual partner sells the products subject to retention of title after combining, mixing or commingling them with other products or together with other products, the assignment of the claim shall be deemed as agreed only for the amount of the part that corresponds to the price agreed between us and the contractual partner plus a security margin of 10% of this price.

The contractual partner is authorised revocably to collect the claims assigned to us in its own name on a trustee basis. Direct services may revoke this authorisation and the right to resell the products if the contractual partner is in default on material obligations such as payment with regard to us.

10.4 If products subject to retention of title are combined, commingled or mixed with other products, direct services shall acquire co-ownership to a share of the new object determined by the value of the products subject to retention of title as a percentage of the other objects at the time of combination, commingling or mixture. If the combination, commingling or mixture takes place in a way that makes the object of the contractual partner be viewed as the main object, it shall be agreed that the contractual partners shall transfer to us a proportional share of co-ownership. The contractual partner shall protect for us the co-ownership resulting therefrom.

10.5 The contractual partner shall provide us with all desired information about the products subject to retention of title or claims assigned to us on the basis thereof at any time. The contractual partner must notify us immediately of access or claims of third parties to products subject to retention of title and hand over the necessary documents. The contractual partner shall simultaneously point out to third parties the title retained by direct services. The contractual partner shall bear the costs of defending against such access and claims.

10.6 The contractual partner is under obligation to treat the products subject to retention of title carefully for the length of the retention of title.

10.7 If the liquidation value of the collateral exceeds all the secured claims of direct services by more than 10%, the contractual partner shall be authorised to request the release of collateral to this extent.

10.8 If the contractual partner is in default on material obligations such as payment with respect to us, we may take back the products subject to retention of title, irrespective of other rights we may have. In this case, the contractual partner shall immediately grant us or the parties engaged by us access to the products subject to retention of title and hand them over. If direct services requires the handover on the basis of this provision, such shall be deemed a rescission of the contract. We shall only be entitled to resell the reclaimed products subject to retention of title after rescission of the contract.

10.9 In the case of deliveries where different legislation applies and the preceding governance of retention of title does not have the same protective effect as in Germany, the contractual partner shall do everything to grant appropriate liens for us without delay. For example, the contractual partner shall co-operate on all measures such as registration, publication, etc. that are necessary and required for the effectiveness and enforceability of such liens.

10.10 If requested by direct services, the contractual partner is obligated to adequately insure the products subject to retention of title, to provide us with appropriate proof of insurance and to assign claims arising from the insurance contract to us.

11. Product liability

If the contractual partner sells the objects of delivery without modification, or after combining, mixing or commingling them with other products, it shall release us internally from any product liability claims asserted by third parties, provided it is responsible for the error triggering liability.

12. Term

The application of section 649 of the German Civil Code [Bürgerliches Gesetzbuch - BGB] is excluded.

13. Applicable law, place of performance, legal venue

13.1 Law in the Federal Republic of Germany shall apply, to the exclusion of the UN Convention on the International Sale of Goods (CISG).

13.2 Amendments and additions to the contract and/or these Terms and Conditions as well as ancillary agreements must be made in writing.

This also applies to any amendment of this written form requirement. If a provision in the contract and/or these Terms and Conditions is invalid in whole or in part, such shall not affect the validity of the other provisions. In such a case, the Parties shall undertake to replace the invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision.

13.3 Place of performance for all deliveries and services governed in the following, provided nothing to the contrary is agreed, shall be the production location of the respective performance or service. Direct services is authorised to execute the order, at its own discretion, in whole or in part in Gütersloh or at other production locations of direct services or companies located abroad and affiliated with it as defined by sections 15 et seqq. of the German Stock Corporations Act [Aktiengesetz - AktG]. Other production locations can be specified in the order confirmation.

13.4 Legal venue for all legal disputes based on the contractual relationship is Gütersloh. This also applies if the contractual partner does not have a general legal venue in the Federal Republic of Germany or moved its normal place of residency abroad after the conclusion of the contract. However, direct services is authorised to file a lawsuit against the contractual partner at any other statutory legal venue.

II. Specific services

Interpretation rule: In the event of contradictions, the following provisions shall take precedence over the provisions listed under the preceding letter I.

1. Preparing advertisement mailings for the post (letter shop services)

1.1 The production and sending of advertisement and product mailings is handled by direct services in the manner customary in the industry.

1.2 The postage costs incurred shall be requested by direct services as a lump sum amount for postage, and must be credited irrevocably with a memo indicating the purpose to our account no later than three days prior to the mailing date.

Prior to receipt of payment, direct services is not obligated to carry out the mailing. Effectively incurred fees, including follow-up payments demanded by Deutsche Post AG or alternative courier services, e.g. due to exceeding weight and/or lack of automatability as well as subsequently granted postage rebates shall be offset against the lump sum amount for postage after the end of the order in a final bill for postage.

1.3 Provision of materials

1.3.1 Materials to be procured by the contractual partner (e.g. printing materials) must be delivered to direct services in perfect condition, carriage free and in compliance with our incoming delivery policy. The materials shall undergo neither a quantity control nor a quality control with us. To compensate for edition differences and losses, e.g. in postal preparation of advertisements, an additional delivery of at least 5% of the material to be processed is required.

1.3.2 The contractual partner shall be liable alone for the fact that the content of print templates it delivers or advertising material it supplies does not breach statutory provisions, particularly that no third party rights, e.g. copyrights, will be breached by executing its order. The contractual partner shall indemnify direct services against any third party claims due to such a breach of rights.

1.3.3 The contractual partner shall bear the risk connected to the ability to process the material it supplied. Errors due to an inability to process the supplied material shall entitle direct services to calculate reasonable surcharges for difficulty.

1.3.4 Direct services shall destroy residual materials from advertisement mailings after processing the order, unless the contractual partner specifies something to the contrary within two weeks of receiving notification from us that there are residual materials. We shall inform the contractual partner of this consequence in the notification that there are residual materials. Storage of materials shall be subject to the actual storage costs calculated. The return of residual materials and print templates, manuscripts, documents and other objects delivered by the contractual partner shall be subject to charges. The contractual partner shall bear the risk of shipment.

2. In the production of advertisements, no complaints may be made if the delivered quantity of advertisements is up to 10% above or below the ordered edition, as is the norm in the industry. The delivered quantity shall be calculated. Otherwise, the contractual partner shall be liable for the fact that the content of the advertisements does not breach statutory provisions. The other provisions under the preceding section II.1.3.2. shall apply analogously.

3. In the case of a loss of data, the contractual partner shall only have a claim against us to restoration of data transferred to us if the contractual partner ensured through reasonable precautionary measures, such as making back-up copies, that this data can be reconstructed from machine-readable data material with a reasonable effort.

4. Direct services shall retain the ownership and copyright to all organisational documents, systems and programmes, print drafts and data carriers developed by direct services.

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