

General Conditions for the Arrangement and Performance of Deliveries and Services

These general conditions for the arrangement and performance of deliveries and services (hereinafter referred to as the "Contractual Terms and Conditions") regulate all details associated therewith which are necessary and substantial for the legal relationships between the Contracting Parties. Any and all references to persons apply equally to all genders.

"MEDIA Central" as used in these contractual conditions shall mean the company MEDIA Central, which is mentioned in the relevant order confirmation and which enters into a contract with the relevant Customer on the basis of such confirmation (hereinafter referred to as "MEDIA Central").

"Customer" as defined in these contractual conditions means the company, merchant, legal person under private or public laws or special fund under public laws which is specified in the order confirmation as a contract party of MEDIA Central (hereinafter referred to as the "Customer"; MEDIA Central and the Customer hereinafter also referred to individually as "Contracting Party", jointly as "Contracting Parties").

"Affiliated Companies" as defined in these contractual conditions means legally independent companies which a) hold the majority of shares or the majority of voting rights in another company (majority shareholding) as well as those companies in which such a majority shareholding is held; or b) which are able to exert influence, directly or indirectly, on another company (controlling relationship) as well as those companies which are controlled under such a relationship; or c) which are jointly managed or have any other dependent relationship with each other (group affiliation) (hereinafter referred to as "Affiliated Companies").

Section 1. Subject Matter of the Agreement

- 1) The subject matter is the contents of MEDIA Central's relevant Order Confirmation (as well as the documents in which such are sent), including the documents and agreements associated therewith and referenced therein – in particular the offer issued by MEDIA Central – (hereinafter jointly referred to as "Order Confirmation"), including these contractual conditions.
- 2) Any offers deviating from the Order Confirmation and other drafts of agreements which serve to evaluate the cooperation and which were exchanged between the Parties hereof during the negotiations shall not be binding, even with regard to price, quantity, delivery period, delivery option, technical data, specifications as well as descriptions and specifications of quality.

Section 2. Scope of Application of the Contractual Conditions

- 1) These contractual conditions and the Order Confirmation shall form the basis for all legal transactions between MEDIA Central and the relevant Customer and shall thus be decisive for the relevant legal relationship.
- 2) Any deviating and/or contradictory terms and conditions of contract of the Customer will not be accepted, regardless of whether they constitute an essential amendment of the Order Confirmation and regardless of whether the Customer accepts and pays for the deliveries and services performed by MEDIA Central.
- 3) These contractual conditions form an integral part of the Order Confirmation and apply always in addition to the relevant offer issued by MEDIA Central, the Order Confirmation and other documents and agreements associated therewith and referenced therein, unless otherwise agreed between the Parties hereof.
- 4) In the case of existing framework agreements between MEDIA Central and the Customer, these contractual terms and conditions shall not apply to the legal transaction of the Contracting Parties established by the corresponding framework agreement.

Section 3. Prices, Remunerations and Other Costs

All amounts of the prices and remunerations specified and agreed upon conclusion of the contract (hereinafter referred to as "Remunerations") shall apply – insofar as applicable – plus value added tax at the legal rate and other applicable taxes, duties, surcharges and pays.

Section 4. Payment, Set-off, Right of Retention

- 1) The amounts of the remunerations owed to and invoiced by MEDIA Central shall fall due for payment a) within seven (7) days after the invoice date without any deduction, and b) by cashless transfer to MEDIA Central's bank account, unless otherwise agreed.

The invoice shall be deemed to be received two (2) days after the invoice date – unless the Customer provides evidence to the contrary. The Customer shall be deemed to be in default after expiry of the above-mentioned payment term.

- 2) The Customer may only set off their claims against MEDIA Central's claims for payment if their claims are undisputed or have been found to be effective by a court. The Customer will only be entitled to any rights of retention in this connection insofar as such are based on the same legal transaction.
- 3) If the Customer defaults on the payment of one of their invoices according to the above paragraphs 1 and 2 by more than 7 (seven) days, MEDIA Central shall not be obliged to perform the contractually agreed deliveries and services. Any costs and expenses which might result therefrom and were caused by the Customer will be invoiced to the Customer. Costs and expenses in relation to any undisputed claims, i.e. those for which the Customer is unable to factually evidence, without doubt – regarding the outstanding amounts – that i) they are not responsible for these circumstances, or ii) the relevant invoice amount is incorrect, can be invoiced to the Customer with a flat-rate sum of 10% of the outstanding invoice total.

Section 5. Type, Scope and Place of the Deliveries and Services

- 1) MEDIA Central will perform any and all deliveries and services agreed in the Order Confirmation to the Customer, in their own name and for their own account – unless otherwise agreed. MEDIA Central will also buy under its own responsibility any deliveries and services which MEDIA Central needs to purchase in order to perform the above-mentioned services.
- 2) The Parties hereof are, therefore, aware and agree that MEDIA Central will regularly use subcontractors and vicarious agents to perform the agreed deliveries and services in line with the contract.

In that context, MEDIA Central is unable to assure that any service parameters, criteria and characteristics which can unilaterally be changed by the suppliers and other vicarious agents will be maintained toward the Customer over the agreed term of the contract, unless that was explicitly agreed between the Parties hereof, in writing; this applies, in particular to the distribution in hamlets (places comprising not more than 15 recognisable buildings), changes and conversions of tours, delivery periods as well as specifics for the electronic processing of supplements. MEDIA Central will, however, generally notify the Customer in writing of such parameters which are relevant and essential for the contract with a notice period of six (6) weeks before they take effect.

- 3) The quality of the deliveries and services depends exclusively on the list of services set out in the Order Confirmation that is valid upon conclusion of the contract and will be available to the Customer. MEDIA Central shall not be responsible for any potential information and specification of quality going beyond such.
- 4) Partial deliveries are permitted, unless they are unreasonable for the Customer.
- 5) In case of physical deliveries, the time at which MEDIA Central or any vicarious agents engaged by it hand over the deliveries and services to the Customer or end customer (customer of the Customer or addressee of the deliveries and services requested by the Customer) shall be decisive for the compliance with delivery dates and the transfer of risk.
- 6) If any explicitly agreed delivery date is exceeded for reasons attributable to MEDIA Central and/or their vicarious agents, the Customer shall grant MEDIA Central, in writing, a period for the new delivery of at least three (3) days.
- 7) For as long as MEDIA Central a) waits for the cooperation of or information from the Customer, or b) insofar as its services are impaired by strikes or lock-outs in third-party operations or in the operation of MEDIA Central (in the latter case only, however, if the labour dispute is legal); or c) insofar as its services are impaired by unforeseeable weather conditions (in particular snow, ice, storm, etc.), or d) insofar as its services are impaired by government interventions, legal prohibitions or other circumstances not attributable to it ("force majeure"), the delivery and service periods will be deemed to be prolonged by an adequate start-up period after the end of such impairment ("downtime"), and no violation of the duties will be deemed to apply during such downtime. MEDIA Central will notify the Customer immediately of such impairments and their probable duration. If the force majeure lasts continuously for longer than one (1) month, both Parties hereof will be released of their service obligations.

- 8) The fulfilment of MEDIA Central's obligations is subject to the proviso that MEDIA Central neither violates any provisions under the national and international export and foreign trade laws nor any sanctions or embargoes or other legal provisions under competition and advertising laws or other applicable legal provisions.
- 9) For the performance and rendering of the contractually agreed deliveries and services, MEDIA Central ensures the compliance with the mandatory applicable laws and provisions, in particular any legal provisions on minimum wage, provisions under labour, social and youth protection laws as well as advertising bans and other regulations under competitive laws; if any vicarious agents and subcontractors perform the contractually owed deliveries and services for MEDIA Central, the latter will also commit such agents to comply with the above-mentioned obligations.
- 10) MEDIA Central's activities for the Customer and the advertising services rendered by employees of MEDIA Central for the Customer comprise neither legal advice nor any tax or accounting consulting services. Accordingly, MEDIA Central will not be under any duty to verify and inform, and the Customer shall solely be responsible for obtaining such consultancy services and for ensuring that any and all products, advertising and printed materials as well as any other goods and materials which the Customer as advertiser provides to MEDIA Central for publication under the contract comply with the applicable statutory and other legal framework conditions. MEDIA Central will in no event assume any liability for the above-mentioned cases and any damage resulting from such. The Customer will release MEDIA Central of any and all third-party claims (fines, charges, expenses, claims for damages, etc.) resulting therefrom.
- 11) MEDIA Central will generally verify the Customer's creditworthiness and reserves the right, in case of an insufficient or deemed insufficient creditworthiness, to make the performance of the services dependent on the conclusion of a credit insurance for the Customer at MEDIA Central's expense. If such an insurance is not concluded for the Customer with MEDIA Central's insurance company, MEDIA Central shall not be obliged to perform the services, and the latter shall additionally have the right to withdraw from the contract, unless such an insurance is concluded not later than one week prior to the planned start of the service performance; the Parties hereof may alternatively agree on service against prepayment.

Section 6. Customer's Duties to Cooperate and Inform

- 1) The Customer will thoroughly verify the deliveries and services for freedom from defects, prior to their use. That shall also apply to deliveries and services which they received as part of the warranty and the regular servicing and consultation.
- 2) The Customer will provide MEDIA Central with any preconditions and parameters necessary to perform the agreed deliveries and services in line with the contract, free of charge and to the required extent, in due time prior to the start of the agreed performance; that shall apply, in particular to any release for distribution areas and print runs and any requirements under data protection laws specified in Section 9.
- 3) The details and necessary information within the meaning of the aforementioned paragraph 2 (deadlines, technical specifications, places of delivery, etc.) are specified in the customer-specific offer or in the order confirmation and – unless otherwise agreed between the contracting parties – are described in MEDIA Central's List of Services.
- 4) Furthermore, the Customer will inform MEDIA Central of a dedicated contact and their complete contact data, who is authorised i) to receive and make statements of intent which are relevant for the contract, and ii) to take decisions for daily operational business. The Customer will immediately inform MEDIA Central – at least in text form – if the contact or their contact data change.

Section 7. Warranty and Limitation

- 1) Basis of the deliveries and services are exclusively the service specifications and the scope of services agreed in writing as set out in the relevant Order Confirmation and the associated list of services. The Customer shall verify the deliveries and services immediately after their receipt or performance and shall notify MEDIA Central of any hidden defects immediately after their discovery. If they fail to do so, the deliveries and services shall be deemed to be approved as being free of defects (not later than (3) working days after the services were rendered). Any defects shall be documented in an understandable manner and shall be notified to MEDIA Central so as to enable MEDIA Central to eliminate the defect promptly after having gained

knowledge of the defect and of all information that is necessary and appropriate to such. The Customer shall be obliged to take all reasonable measures to facilitate a determination of the defects and their causes.

- 2) If MEDIA Central is obliged to eliminate the defect, MEDIA Central may, at its own discretion, eliminate material defects by subsequent performance, new delivery of the deliveries and services or by indicating or providing a reasonable workaround that is suitable to avoid the effects of such defect.
- 3) MEDIA Central shall be authorised to make the subsequent performance dependent on whether the Customer paid at least an adequate part of the price or the remuneration.
- 4) If the subsequent performance fails within a reasonable period or if such is impossible, the Customer shall be entitled to withdraw from the contract or to reduce the price or remuneration, if the Customer granted MEDIA Central previously an adequate written period to eliminate the defect and if such expired without success or if such subsequent performance is impossible. MEDIA Central will pay claims for damages or reimburse futile expenses due to any defects according to the limits of damages set out in the contract.
- 5) The period of limitation for claims under this Section 7 shall be one (1) year from the conclusion of the contract.
- 6) All other details relating to the complaints about the defective distribution or non-distribution by vicarious agents engaged by MEDIA Central and necessary information are described in MEDIA Central's list of services.

Section 8. Liability

- 1) MEDIA Central will be liable according to the legal provisions for damage caused by MEDIA Central or any vicarious agent of MEDIA Central with intent, gross negligence or a negligent violation of essential contractual obligations. Essential contractual obligations are those the fulfilment of which only enable the proper performance of the contract and on the compliance with which the other Contracting Party may regularly rely (so-called "cardinal duties").
- 2) The liability for indispensable legal regulations to the contrary as well as for cases of injury of life, body or health or for claims under the Product Liability Act as well as the liability arising from guarantees shall remain unaffected by the limitations of liability set out below.
- 3) In case of a negligent violation of essential contractual duties, MEDIA Central shall be liable for the material and pecuniary damage resulting from such, which could reasonably have been expected to occur when the contract was concluded. The measure for such will be the total amount of the remunerations for MEDIA Central agreed under the contract, insofar as such can be determined or, if they cannot be determined (e.g. due to an indefinite term), the total remuneration paid to MEDIA Central within the twelve (12) months prior to the event of damage, calculated on the basis of the average remuneration paid per month. The Customer shall be free to evidence that MEDIA Central should have expected a higher damage.
- 4) The liability shall be excluded in the remaining cases and in any cases going beyond that. That shall also apply if these are indirect damages, consequential damages or lost profits.
- 5) MEDIA Central shall be free to raise a plea of contributory negligence.

Section 9. Confidentiality and Data Protection

- 1) The Parties hereof undertake to keep in secret and not disclose to any third parties, any and all information of a technical, financial or other business or confidential nature, which they received, directly or indirectly, in connection with the relevant contract and in the context of its performance; any Affiliated Companies of the Parties hereof shall not be deemed to be third parties. Furthermore, the Parties hereof are prohibited from using the information obtained for any other purposes than those which are explicitly mentioned in the contract or are necessary to perform the contract.
- 2) These duties of confidentiality shall not apply to any information which is obviously/generally in the public domain or which the Contracting Party has known already or which the Contracting Party received in a legally permitted manner from any third party or which it developed without any violation of the confidentiality obligations. The Contracting Party invoking that, shall bear the burden of proof.

- 3) Regardless of the above obligation of confidentiality, MEDIA Central shall explicitly be authorised to disclose to suppliers and other vicarious agents for the above mentioned purpose any information, figures and other relevant data which MEDIA Central receives and must necessarily receive from the Customer to render the deliveries and services under the contract. MEDIA Central will naturally commit the supplier and/or vicarious agent to comply with obligations of confidentiality which are not less strict than those which MEDIA Central agreed with the Customer.
- 4) These obligations of full secrecy and confidentiality shall survive the termination of the relevant contract.
- 5) Furthermore, MEDIA Central ensures that all employees of MEDIA Central were committed, in writing, to comply with the data protection requirements set forth in the General Data Protection Regulation (GDPR) and to maintain special confidentiality pursuant to the applicable data protection acts, telecommunication acts and other acts.
- 6) The Parties hereof agree that personal data may be stored and processed in the context of the business relationships with MEDIA Central according to the provisions under data protection laws (in particular according to the BDSG (neu) [new German Data Protection Act] and the EU GDPR), insofar as that is necessary to perform the relevant contract. Moreover, MEDIA Central ensures that the employees are informed and obliged to observe the requirements under the EU GDPR and the obligations under other, in particular local and applicable laws.
- 7) If the deliveries and services to be performed by MEDIA Central require the conclusion of any agreements necessary under data protection acts (e.g. agreement on processing) or more or other measures which can only be performed with the Customer, the Customer shall be obliged to perform these above-mentioned activities jointly with MEDIA Central.
- 8) If MEDIA Central analyses any Customer data, MEDIA Central will make such analyses exclusively to the extent permitted under data protection laws.

Section 10. Services under Contracts for Work and Service Contracts

- 1) In case of services under contracts for work, MEDIA Central shall be responsible for controlling, managing and supervising the performance of the service and the results achieved – e.g. service of the prospectuses in time and in compliance with the contract – (hereinafter individually referred to as “Services under Contracts for Works”). Services under Contracts for Work serve to consult and support the Customer. MEDIA Central will render services under its own responsibility; the Customer shall remain responsible for the results pursued and achieved by the Customer (hereinafter individually referred to as “Services under Service Contracts”). Any estimated prices set out in the offer for Services under Contracts for Work and Service Contracts which are based on time and material shall be deemed to be non-binding. Any quantities underlying an estimate are based on an assessment of the foreseeable scope of services which is based on MEDIA Central’s experience and performed according to its best knowledge.
- 2) MEDIA Central may only perform the deliveries and services (hereinafter referred to as “Service Performance”), if the Customer fulfils any necessary duties to cooperate which result from the type of the service, in particular those specified under Section 6 hereof. If the Customer fails to perform them or performs them insufficiently or late, and if any delays and/or damage result therefrom, MEDIA Central shall not be responsible for such damage or any consequential damage resulting therefrom and the agreed deadlines will be postponed by the duration of the delay caused thereby. If extra expenses become necessary due to any lack of cooperation on the part of the Customer – e.g. late delivery, prospectuses which were not agreed or are not in line with the contract – MEDIA Central may bill such expenses under its usual terms – regardless of any legal rights going beyond those –; MEDIA Central will naturally approach the Customer in advance – normally by phone and subsequently in writing – for this purpose.
- 3) The “description of the deliveries and services” for Services under Contracts for Work, in particular for the production of printed matters or the like, will be prepared and set out in MEDIA Central’s list of services or other lists of such type (hereinafter referred to as “List of Services”), jointly between the Customer and MEDIA Central – depending on the type of the Service under Contracts for Work – prior to and/or during the performance of the service regarding any acceptance of the service.

Section 11. Changes of the Scope of Services

- 1) Either Contracting Party hereof may request the other Party, in writing, to make changes to the agreed scope of services – both prior to and after the start of the performance of the services.
In case of changes prior to the start of the performance of the services by MEDIA Central, changes to the scope of service may only be notified effectively in due time (max. two (2) weeks) prior to the start of the planned service performance. After receipt of any change request, MEDIA Central will verify or have verified whether and under what conditions they can be made and will notify the Customer, in writing, of their consent or rejection immediately after the verification and state reasons, if necessary.
- 2) If any request for changes on the part of the Customer requires a comprehensive verification, MEDIA Central will inform the Customer prior to the start of such verification. If the Customer agrees with the verification by MEDIA Central, MEDIA Central will issue an invoice to the Customer for the expenses necessary for the verification, after a prior written consent of the Customer; alternatively, the Parties hereof may agree to set off the necessary expenses with the remuneration agreed in the changed request or to integrate it therein, if they agree on the change request.
- 3) Changes of the agreed scope of services will only take effect after the conclusion of the relevant change agreement, according to the principles laid down in these contractual conditions. Until such time, MEDIA Central shall be authorised and obliged to continue the deliveries and services based on the existing contract.
- 4) If any change of the scope of services was not notified in due time and can thus no longer be taken into account by MEDIA Central or can only be realised with high costs, MEDIA Central will – at the discretion of the Customer – perform the contractually agreed deliveries and services on the basis of the existing contract or cancel them at the Customer' expense.
- 5) Changes of the scope of services which relate, for instance, to the scope of the distribution and/or print runs or frequencies and which will not exceed a reduction or increase of the agreed scope by an average of 10% for the relevant calendar year, shall be excluded from the above regulations of this Section 11. The provisions of this Section 11 (1) to (4) shall apply to any and all changes of the scope of services and all those going beyond the scope.

Section 12. Property Rights, Copyrights and Rights of Use

- 1) Insofar as the work results are protected under copyrights, MEDIA Central grants the Customer an unlimited, irrevocable, non-exclusive and non-transferable right of use to the contractual services which is not restricted as to space and whose contents is restricted to the exclusively use of the work results to the extent permitted under the contract, unless otherwise provided for in the relevant contract; the right of use is granted under the condition precedent of a complete payment of any and all claims for remuneration to which MEDIA Central is entitled under the relevant contractual relationship. MEDIA Central will remain the owner of any and all property rights, copyrights and other rights of use, unless otherwise provided for herein.
- 2) MEDIA Central reserves any and all rights to the know-how of MEDIA Central, i.e., in particular to MEDIA Central's knowledge of business, operational and communication processes, to concepts, plans, ideas, methods, models, formulas, findings and formats as well as to software and other tools which MEDIA Central developed during the performance of the contractual services or otherwise or will develop and provides to the Customer temporarily during the term of contract.

Section 13. Final Provisions

- 1) MEDIA Central may, at their discretion, subcontract services to subcontractors selected by them, by observing the justified interests of the Customer. Furthermore, the Customer is aware and agrees that a major part of the deliveries and services to be performed by MEDIA Central will be performed exclusively by subcontractors (e.g. distribution of prospectuses); MEDIA Central is responsible for the services of these subcontractors like for its own services.
- 2) Amendments and supplements of these contractual conditions and/or of the relevant contract shall be made in writing to be effective (including fax and email) and must explicitly be identified as such. That shall apply, likewise, to any amendment of this clause. No additional oral agreements were made.

- 3) If any provision of these contractual conditions is or becomes ineffective, contains an inadmissible period or a loophole, the other provisions shall remain in full force and effect. In this case, the Parties hereof will agree on an effective provision which comes as close as possible to the economic and legal intent of the Parties hereof, in order to replace the ineffective provision.
- 4) These contractual conditions and the entire legal relationship between the Parties hereof shall be governed by the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the international private law as well as their choice of law and conflict of law provisions.
- 5) The exclusive place of jurisdiction for all disputes arising out of or in connection with these contractual conditions shall be at the registered office of the defendant Contracting Party.
- 6) The relevant contract may not be transferred or assigned to any third parties, unless MEDIA Central has given its prior written consent (which must not be withheld without good reason), unless the transferee or assignee is a legal successor of the transferring or assigning Party due to the merger, transfer, amalgamation, acquisition, legal restructuring, sale of assets or purchase of essentially all assets to which the subject matter of these contractual conditions relates.

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