

**General Terms & Conditions of Lufthansa AirPlus Servicekarten GmbH,  
hereafter: LASG/LOYALMAXX,  
for services rendered under the registered trademark LOYALMAXX**

*(translated from German)*

**1. General**

The following conditions determine all agreements and proposals for all services rendered under the registered trademark LOYALMAXX. Upon placement of an order or acceptance of a delivery, the conditions shall be deemed to have been accepted. Regardless of whether or not LASG/LOYALMAXX expressly rejects any conditions of the ordering party that are at variance, such conditions shall not be binding.

There being no further agreements, these T&C's contain any all agreements of the parties with regard to the subject-matter hereof. The parties may conclude further agreements in writing only.

**2. Prices**

Solely the prices specified in a LASG/LOYALMAXX proposal shall be applicable. All prices in LASG/LOYALMAXX proposals are net prices excluding Value-Added Tax (V.A.T.) and transport (Incoterms EXW LASG/LOYALMAXX premises).

**3. Delivery / Delivery Time**

All deliveries and shipments shall be made on the ordering party's account and risk. Upon transfer of the shipments produced by LASG/LOYALMAXX to the postal service, LASG/LOYALMAXX shall have fulfilled its delivery obligations and the delivery shall be considered to have been accepted by the customer.

Unless a customer specifies a delivery date, deliveries shall be carried out to correspond to the sequence of received orders. Delivery dates requested by the client shall become binding only upon when LASG/LOYALMAXX provides a written order confirmation. However, LASG/LOYALMAXX shall be entitled to deviate from such delivery dates if unforeseen difficulties can be shown to occur in processing the order. If LASG/LOYALMAXX is late in making a delivery, the customer shall be entitled to rescind the contract if it provides written notice of a grace period of 14 days and such period has elapsed fruitlessly. Claims for compensatory damages shall be excluded. Transactions for delivery by a fixed date shall be recognized only if confirmed in writing by LASG/LOYALMAXX.

If LASG/LOYALMAXX makes delivery to the postal service, the day of such transfer to a postal acceptance unit shall always be considered the delivery date. In all other cases, the shipping date ex Neu-Isenburg shall be considered the delivery date. LASG/LOYALMAXX shall choose the least expensive shipping method for each delivery unless ordered otherwise by the customer.

**4. Payment**

Payment shall be made without any deductions upon receipt of invoice. No discounts for early payment or any other reasons shall be granted unless they are expressly agreed in writing.

The postage charges required for postal deliveries must be credited to the account of LASG/LOYALMAXX in time prior to the shipping date. If postage charges are received late or without information about their intended purpose, shipment dates shall be delayed accordingly regardless of whether or not they have already been confirmed. In addition to the advance payment of postage charges, LASG/LOYALMAXX shall be entitled to request an advance payment up to the expected total invoice amount of LASG/LOYALMAXX. In the case of large orders, advance payments, or partial payments corresponding to work already performed, shall be made.

**5. Claims for malperformance**

The liability of LASG/LOYALMAXX for any errors in addressing, manufacturing, processing or delivery to the postal service of the material shall be limited to the total net invoice amount excluding postage charges. However, LASG/LOYALMAXX shall be liable for errors or defects for which it is responsible only if these affect more than 10% of the material and if they can be shown to be due to intentional, or grossly negligent, production performance by LASG/LOYALMAXX. Any complaints must be received within two weeks of delivery. Furthermore, the ordering party shall be obligated to inspect delivered goods even if reference samples have been sent. Defects in any part of the shipment shall not entitle the customer to object to the entire shipment. Remedies

which may be claimed shall be limited to a reduction in the agreed price but shall not include compensatory damages. LASG/LOYALMAXX shall be entitled to remedy any defects or errors, or to make an alternate delivery.

The customer shall notify LASG/LOYALMAXX of any hidden defects not detectable in an immediately performed inspection in writing within three weeks of the day that the shipment left LASG/LOYALMAXX. Regardless of any existing cause in law, any further claims for compensation of direct or consequential damages shall be excluded, as shall be a cancellation of any existing orders or a reduction in price.

**6. Special Conditions**

If the customer or its vendor delivers material to be processed to LASG/LOYALMAXX, the customer shall bear the entire cost of delivering such material. Any confirmation of receipt shall not include assumption of a warranty for the accuracy of the quantities stated to have been delivered and shall not include any inspection, beyond what is customary, for transportation damage and suitability for processing of the material. For large quantities, reimbursement must be made for the costs associated with counting or weighing as well as storage expenses.

LASG/LOYALMAXX shall not be required, prior to subsequent processing or delivery to the postal service, to ensure that postage-charging limits are adhered to, unless this has been agreed upon otherwise.

The material handed over to LASG/LOYALMAXX for processing or storage and the addresses handed over to LASG/LOYALMAXX by the customer for administration shall be insured at the value of the material or the value of production against fire or storms as provided by the insurance concluded by LASG/LOYALMAXX. LASG/LOYALMAXX shall not be liable for any consequential damage. If the customer desires to insure such manuscripts, originals, printing templates, blanks, paper, set type handed over for storage, stored printed documents, or any other provided objects against theft, water damage or any other risk, it shall itself obtain such insurance. Failing that, the customer shall be entitled merely to a degree of care corresponding to that applied by LASG/LOYALMAXX in its own affairs. The processing prices of LASG/LOYALMAXX do not include checking the quantity upon receipt of material or printed matter. Therefore, any shortfall may not be discovered before subsequent processing if the customer or its vendor did not appropriately perform such checking. Any excess material delivered by the customer or produced for it shall remain with LASG/LOYALMAXX upon completion of the order. In such a case LASG/LOYALMAXX shall be entitled to destroy the material three months after processing the order. If a customer sends material to LASG/LOYALMAXX or interrupts the ordering process due to a circumstance within the customer's control, LASG/LOYALMAXX shall be entitled to an adequate storage fee for the time that such material is stored. In addition, LASG/LOYALMAXX shall be entitled in such a case to destroy the material if the customer has not retrieved the material three months after having been requested to do so.

**7. Place of Performance, Venue**

The place of performance shall be Neu-Isenburg and the venue for any legal disputes shall be Frankfurt am Main. This agreement shall be governed by and construed under the material laws of Germany without reference to conflict of laws regulations. Translations of these T&C's are for convenience only. In case of doubt the German T&C version shall prevail.

**8. Severance**

Should any part of these conditions be or become invalid, the remaining conditions shall nevertheless remain in full force and effect.