

## General Terms and Conditions of Bionemis agency

### A.

#### Validity of these Terms and Conditions

##### 1.

Subject to any deviating agreements in individual cases, contracts may only be concluded with Bionemis agency in accordance with the following provisions; when placing an order the customer declares he agrees to the terms and conditions of Bionemis agency. Any contrary or deviating conditions on the part of the customer shall not be binding on Bionemis agency if the agency has not expressly recognised them; this must be done in writing. These terms and conditions shall also apply if the agency renders its service without reservation in knowledge of contrary or deviating conditions on the part of the customer.

##### 2.

The General Terms and Conditions shall apply for all Bionemis agency services (including, but not restricted to appraisal, testing and consultancy services) and for all duties arising from the obligation towards the customer. These terms and conditions shall also apply for all future business relations with entrepreneurs and legal entities under public law.

### B.

#### Conclusion of Contract

##### 1.

A contract with Bionemis agency shall be deemed to have been concluded only when the customer has accepted Bionemis agency's offer without reservation, or Bionemis agency sends out written acknowledgement of the order, or commences performance of the service. If the agency issues a written acknowledgement of an order this shall determine the content and scope of the contract where nothing different has been expressly agreed.

##### 2.

Any changes, ancillary agreements and additions, and any agreements on quality or the assumption of warranties must be expressly confirmed by Bionemis agency in order to be effective; this must be done in writing. This also applies with respect to cancellation of the present clause..

### C.

#### Performance of Order and Customer's Obligations to Cooperate

##### 1.

Provided nothing different has been expressly agreed, Bionemis agency shall only be obliged to render the exact services provided for in the contract; The agency shall render such services according to the generally accepted technical rules and standards and the statutory specifications.

##### 2.

The customer shall inform Bionemis agency completely of all facts relevant to the performance of Bionemis agency's service. Bionemis agency is basically not obliged to check that the data, information or other matters provided by the customer are correct and complete, where there is no specific reason to do so given to the circumstances of the individual case. Bionemis agency does not examine the delivered data or files if the order does not expressly cover a need for this, or if the client has not asked for it with his order. Bionemis agency does not assume any guarantee for the correctness of the rules, regulations and programmes on which the services are based. The responsibility for the good order and functioning of computer hard- and software and devices, which are basically needed for the manufacturing of CD-cover Layouts/ print materials/ for the press and copying of all kinds of sound carriers ( e.g. CD/DVD), and which are mainly used by third parties, specific manufacturers or marketing partners, is not to the control of Bionemis agency.

##### 3.

Where the customer must perform one or more actions of a cooperative nature to enable Bionemis agency to perform the service, he shall do this in good time and at his own expense; expenses will only be reimbursed if this has been expressly agreed; this must be done in writing. Where he does not fulfil his obligation to cooperate, does not do so in good time or does not do so in a proper fashion, Bionemis agency shall be entitled to charge him for the extra expense thus incurred. The right is reserved expressly to enforce any more extensive legal claims.

4.

Bionemis agency is entitled to have the services performed by a subcontractor who has been carefully sought out by Bionemis agency and who appears to the agency to be suitable.

5.

If Bionemis agency works outside its corporate site the customer shall be obliged to take all measures needed to ensure safety of movement where nothing different arises from the nature of the matter concerned or from an agreement with the customer. Bionemis agency shall be entitled to refuse performance of the service as long as the necessary measures have not been taken.

D.

Periods and Dates

1.

Periods and dates shall always be taken as approximate where no binding agreement has been made in individual cases; this must be done in writing. Where such periods and dates are not binding, Bionemis agency shall only be in default if the customer has previously set the agency a reasonable deadline in writing for performance of the service owed and such request has been fruitless. In any case periods set shall only commence with the complete performance of all actions of cooperation due from the customer and - where a down-payment has been agreed - from the receipt of such payment. Any subsequent requests for changes or belated actions of cooperation on the part of the customer shall mean an appropriate extension of the performance times.

2.

If the service to be provided by Bionemis agency is delayed owing to unforeseeable circumstances which are not the fault of Bionemis agency (e.g. labour disputes, operational disturbances, transport hindrances, lack of raw materials, official measures and failure on the part of another party to deliver to Bionemis agency in due time), Bionemis agency shall be entitled to withdraw in whole or in part from the contract or at the agency's discretion to postpone completion of the respective service by the length of time the hindrance lasts. Bionemis agency will notify the customer without delay of the unavailability of the service or part of the service and reimburse him without delay for any counter-performance already provided if Bionemis agency withdraws from the contract. Claims for compensation are hereby excluded.

3.

If the customer delays acceptance or violates any other obligation to cooperate, Bionemis agency shall be entitled to demand compensation for any damage the agency may suffer, including any extra expenses incurred.

4.

If the customer wishes individual services, especially the making of individual print-layouts, Bionemis agency shall be entitled, to choose a qualified supplier for doing this special works. The supplier is enabled to make all graphical and visual Layouts with the print materials the client has delivered with his order. The prices of such services usually depend on the calculation of suppliers (if there is not any other agreement) and will be fully paid by the customer. Such costs will be issued to the customer with the invoice automatically. The customer has the right to deliver self-created layouts only in accordance to the recommended print-specifications and at his own risk.

5.

If there is not any special layout agreed, either with the delivery of the print materials; or with separate cue sheets in time before the start of the print activities, Bionemis agency and/ or the suppliers will use a standard layout, which is acceptable for the customer. Any costs related to making a suitable layout for print machines or due to changing the standard layout subsequently will be borne by the customer.

6.

Special makings and individual print orders, which need an authorized pre-outline by the customer, must be declared and ordered in writing. The customer will confirm a pre-outline, which is made by Bionemis agency and/ or the suppliers, by notifying Bionemis agency within 3 weeks, or demanding for changes.

7.

The customer delivers the print materials for use of integration by Bionemis

agency until the start of the early beginning of work (Date 1).The customers must deliver the materials in way acceptable for electronic use. Bionemis agency, or the suppliers will inform the customer about the formats of suitable data files and print specifications. If the customer delivers the print materials in a different form or in wrong file format a data conversion may be necessary. The costs for such working will be charged extra.

E.

#### Acceptance

1.

Where the service of Bonemis agency requires acceptance, the customer shall be obliged to do this. Minor defects which do not seriously impair the suitability of the service for the purpose contractually laid down shall not entitle the customer to refuse acceptance, without prejudice to his right to enforce statutory claims with respect to defects. In the case of part-services which are self-contained Bionemis agency may also demand part-acceptance.

2.

If the customer refuses acceptance while violating subclause 1 of the present clause, acceptance shall be deemed to have been performed nevertheless.

3.

Intellectual services shall be deemed to have been accepted if the customer, being an entrepreneur or legal entity under public law, does not expressly lodge objections in writing with a concrete description of individual defects within 30 days of the receipt of such services. In the case of such objections Bionemis agency shall check the services. If an objection lodged by the customer is found to be unjustified, he shall bear the extra expenses involved, unless he has only acted with slight negligence. Bionemis agency occupies the possibility to change the styling of owned print materials and layouts in prospects or in the internet without any pre-announcements caused by optic-technical improvements or own artistic inspirations.

4.

The contracted quantity is fulfilled, if it is differing in only 2%.

5.

Bionemis agency or the co-working suppliers have a right to withdraw from the contract, if 6 weeks after sending a pre-outline to the customer he refuses to decide for a suitable layout. The costs for the pre-outlines must be paid by the customer.

F.

#### Prices and Payments

1.

##### Charges:

The services carried out by Bionemis are charged on an hourly rate.

Category 1 (Project-leading charge) 45,00 Euro plus applicable taxes.

Included in this rate are the costs of print data-carriers, data connections, packaging and postage. Costs for couriers will be invoiced without any extra charge. Charges, for services of subcontractors will be invoiced separately, subject to the general terms and conditions of the subcontractors.

2.

Other applicable fees and charges may be taken from the offer quoted by Bionemis agency, if no fees have been quoted, the price usually charged by Bionemis agency for the service concerned shall be applicable, plus statutory value added tax where applicable.

3.

Invoices shall be due for payment without discount and free of charges in accordance with an agreed payments schedule, and otherwise within two weeks of receipt of the invoice. Bionemis agency reserves the right to demand reasonable advances.

4.

An order quantity from 100 sound-carrier units upwards causes the customer to make an advance payment of 40% from the net-prices. The customer will credit these reasonable advances within 14 days of the Bionemis agency's account, immediately after receiving the written confirmation of customer's order.

5.

Where no fixed price has been agreed, but individual orders with variable print layouts are agreed to, and it is established during the performance of a service that the costs will exceed the amount quoted to the customer as an estimate by more than 10%, Bionemis agency shall notify the customer accordingly. The customer shall be entitled in such a case to terminate the contract as described in selection 649 (German Civil Code). Bionemis agency shall then invoice only those services rendered up to that point. The same shall apply if Bionemis agency withdraws for an important reason from the contract or the contract is cancelled in mutual agreement.

3.

If Bionemis agency has a number of amounts receivable from the customer, the agency shall determine against which debt the payment is to be set. The customer shall only be entitled to offset if his counterclaims are established with legal effect, are undisputed or are acknowledged by us in writing. The same shall apply with respect to entrepreneurs or legal entities under public law for the enforcement of rights of retention.

4.

If it becomes evident after conclusion of the contract that the agency's claims towards the customer are jeopardized by the customer's inadequate ability to pay, Bionemis agency shall be entitled to agree to perform outstanding services only against advance payment or provision of security and to withdraw from the contract once a deadline set for this purpose has passed without result.

5.

In case of default in payment the customer shall be liable to pay interest on arrears according to the German Civil Code provided. Bionemis agency cannot attribute any greater damage to the customer.

#### G. Notice of Defects and Withdrawal

1.

If Bionemis agency or the subcontractors provides a defective service the customer shall give Bionemis agency or the subcontractors the opportunity to attempt at least twice to rectify the service within reasonable periods where this is not unreasonable in the individual case or there are no special circumstances which justify immediate withdrawal on the part of the customer, taking into account the interests of both sides. Bionemis agency shall in any case have the choice between rectifying the defect and supplying a defect-free item. If the attempt to rectify fails, the customer shall be entitled to reduce payment or withdraw from the contract. There shall, however, be no entitlement if the nonconformity in relation to the quality due is only minor.

2.

If the customer is an entrepreneur or legal entity under public law, claims regarding evident defects must be made without delay, in the case of concealed defects without delay after their discovery - but within the statutory warranty period.

#### H. Liability

1.

Bionemis agency is basically only liable to pay compensation for our wilful and grossly negligent action, for any culpable violation of major obligations, where a quality warranty has been assumed and in all other cases where the damage is caused by grossly negligent action or premeditated action and in cases of actions which are not in accordance to the German product liability law (Produkthaftungsgesetz). Liability for damage arising from impairment of life, physical injury and impairment of health shall be unaffected by the foregoing liability provisions. In all other cases the amount of liability is restricted to contract typical damages which could be reasonable foreseen at the point of signing. A foreseeable amount of compensation for a single damage is the 3x of the contract sum. Furthermore in cases of simple negligence, liability for damage to property and pecuniary damage is excluded.

2.

Bionemis agency shall only be liable for the restoration of data if the customer has ensured that such data can be reconstructed from other data with a reasonable amount of effort. The customer is in particular obliged to back up data and programs at intervals appropriate to the application on a regular

basis, at least once a day, in machine-readable form and hence to guarantee that such data and programs can be restored with a reasonable amount of effort.

#### I. Copyright

1.

Subject to any deviating agreements in individual cases, Bionemis agency, shall only grant the customer a simple right of use in cases of performance and in cases of spreading, where this is necessary for the contractually compliant use of the services which are the subject of the contract.

2.

Material of works (data-carrier, layout-material etc.) will stay in the property of Bionemis agency. The agency has the right to install a copyright proof in a usual way. Bionemis agency is entitled to use the name of the orderer in its list of references.

K.

#### Placement of performance and assignment

1.

The place of performance for all services is the registered office of Bionemis agency.

2.

Assignment or pledging of claims to which the customer is entitled as a result of the business relationship with Bionemis agency is hereby excluded.

#### L. Place of jurisdiction and applicable law

1.

The place of jurisdiction for all claims arising from the business relationship with respect to entrepreneurs and legal entities under public law is the registered office of Bionemis agency. This also applies for claims from cheques and for tortious claims and third party notices. Bionemis agency is, however, also entitled to take action against the customer at its general jurisdiction.

2.

In the case of cross-border services the registered office of Bionemis agency shall be the exclusive legal venue for all disputes arising from the contractual relationship (Article 17 European Convention on Jurisdiction - "1968 Convention" - or Article 23 European Council Regulation on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters). Bionemis agency reserves the right, however, to take legal action against the customer at his general legal venue or to engage any other court which is competent under the Convention or the European Council Regulation on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.

3.

For all business and legal relations between the customer and Bionemis agency the law of the Federal Republic of Germany shall apply exclusively. Application of the United Nations Convention on the International Sale of Goods (CISG) is hereby excluded.

#### L. Concluding provisions

1.

If one or more of the foregoing conditions are or become ineffective this shall not affect the effectiveness of the other provisions. The ineffective conditions shall be replaced by such provisions as come closest to fulfilling the economic purpose of the contract and to preserving to a reasonable degree the mutual interests of the parties.

2.

All earlier General Terms and Conditions are hereby superseded.

Statement according to Art. 33 BDSG (German Data Protection Act): Customers' data is processed electronically.

Status: 1. August 2007

