

GENERAL TERMS AND CONDITIONS OF PRINTABLE B.V.

Clause 1. Applicability

- 1.1 These general terms and conditions apply to all offers made by and all agreements entered into by Printable B.V. of Barneveld ("Printable B.V.").
- 1.2 The customer's general (purchasing or other) terms and conditions shall only apply if it is explicitly agreed in writing that those terms and conditions shall apply to the agreement between the parties to the exclusion of these general terms and conditions.

Clause 2. Agreement

- 2.1 The mere issue of a price specification, estimate, advance calculation or any similar communication, regardless of whether the same is stated to be a quotation, shall not oblige Printable B.V. to enter into an agreement with the customer.
- 2.2 All offers by Printable B.V. are without obligation and may only be accepted without any alteration. Unless explicitly stated otherwise, offers by Printable B.V. are valid for thirty days from the date of the offer. An agreement shall come into existence if the instructions for this assignment are accepted by Printable B.V. and put into production.

Clause 3. Alteration and cancellation

- 3.1 Once the agreement has come into existence it may not be further altered by the customer unless Printable B.V. consents explicitly in writing or by email.
- 3.2 It is not possible to cancel the agreement entered into with Printable B.V. except with the written consent of Printable B.V. In the event of cancellation, all costs incurred for the relevant order including costs for goods and/or materials purchased are payable by the customer.

Clause 4. Price

- 4.1 All prices quoted are exclusive of Dutch sales tax (BTW) and/or any other charges imposed by the government.
- 4.2 Unless explicitly agreed otherwise, any discount applies on a one-off basis.

Clause 5. Price changes

- 5.1 Printable B.V. is entitled to increase the agreed price if following entry into the agreement circumstances arise that justify a price increase. Such circumstances shall include, without limitation: an increase in the cost of materials, semi-finished products or services required to implement the agreement, an increase in delivery charges, in wages, in employer's social security contributions, in costs associated with other employment conditions, introduction of new or increase of existing government charges on raw materials, energy or waste products.
- 5.2 Processing difficulties that are extraordinary or could not reasonably have been foreseen and result from the nature of the materials or products that require processing constitute grounds to increase the agreed price.
- 5.3 Any text requiring extra editing, unclear models, defective information carriers, defective computer software or data files, defective method of supplying materials or products to be provided by the customer and any similar supply by the customer that requires Printable B.V. to carry out more work or incur higher costs than it might reasonably have expected when entering into the agreement constitutes grounds to increase the agreed price.
- 5.4 If the sale prices are based on the exchange rate between the Dutch currency and the currency in the country where goods originate and these prices change after the quotation has been issued but before delivery of the order, Printable B.V. reserves the right to charge the customer for the resulting price difference.

Clause 6. Payment terms

- 6.1 Unless explicitly agreed otherwise in writing, invoices issued by Printable B.V. shall be paid in full within 30 days of the invoice date and the customer shall not be entitled to any discount, set-off or suspension.
- 6.2 If payment is not made within the appointed period, the customer shall be in default without any requirement for Printable B.V. to issue a notice of default.
- 6.3 If payment is not made within the appointed period, the customer shall pay interest on the outstanding invoice amount at the rate of one percent per month. The customer shall also be liable for the out-of-court costs incurred by Printable B.V. in order to recover the outstanding invoice amount in full or in part. These costs shall be at least fifteen percent of the outstanding amount, with a minimum of €150.
- 6.4 Printable B.V. is entitled to charge the cost of delivery by the postal service and/or similar delivery companies to the customer in advance. The order will be dispatched after Printable B.V. has received payment of these costs.
- 6.5 Printable B.V. reserves at all times the right to require security for payment and/or advance payment and is entitled to suspend performance of its obligations until the requested security has been provided.

Clause 7. Retention of title

- 7.1 All supplies of goods by Printable B.V. to the customer are subject to the retention of title to such goods until the customer has complied with all its obligations under the agreement, including the payment of any interest and costs.

Clause 8. Delivery

- 8.1 Unless explicitly agreed otherwise in writing, delivery of all goods to be supplied by Printable B.V. shall be to its business premises in Barneveld.
- 8.2 The customer shall cooperate fully with delivery of the goods to be supplied by Printable B.V. under the agreement. The customer shall be in default in respect of this obligation without any requirement for a reminder if he fails to collect such goods from Printable B.V. following a first request to do so or, if it has been agreed that delivery will be made to his address, if he refuses to accept such goods.

Clause 9. Supply deadline

- 9.1 Unless explicitly agreed otherwise in writing, agreed supply deadlines shall not be binding.
- 9.2 If Printable B.V. fails to comply within a reasonable period following repeated written notices of default from the customer, then the customer shall be entitled to dissolve the agreement.
- 9.3 In the event that the agreed specifications for goods manufactured especially for the customer are altered during the term of the agreement, the agreed supply deadline shall cease to apply.
- 9.4 The customer is obliged with respect to the performance of the agreement by Printable B.V. to take all action that may be reasonably necessary or desirable in order to make it possible for Printable B.V. to supply the goods on time and shall implement with the appropriate urgency any instructions given by Printable B.V. for that purpose.
- 9.5 If the customer fails to comply with Clause 9.5 above, any final deadline agreed shall cease to be binding and the customer shall be in default without any requirement for a written notice of default from Printable B.V.
- 9.6 If the agreement entered into between the parties includes delivery as described in Clause 8.3, the time of supply shall be held to be the time when the goods to be supplied under the agreement are delivered by Printable B.V. to the carrier referred to in the agreement for distribution to the addressee(s).

Clause 10. Examination following supply

- 10.1 The customer is obliged to investigate immediately following supply whether Printable B.V. has complied with the agreement satisfactorily. The customer must inform Printable B.V. in writing of any complaints concerning the goods and/or service supplied by Printable B.V. within 7 days following supply. Following the expiry of this period the customer shall cease to have any rights in this regard.
- 10.2 Printable B.V. shall at all times be entitled to replace any earlier unsatisfactory goods and/or service with new satisfactory goods and/or service, unless the breach is irreparable.
- 10.3 The goods and/or service supplied by Printable B.V. shall be deemed to have been accepted, between the parties at least, as satisfactory if the customer has introduced the goods supplied or a part of the goods supplied into use, has supplied the same to third parties or has arranged for such introduction into use or supply to third parties, unless the customer complied with the second sentence of Clause 10.1 before doing so.

Clause 11. Colour variations

- 11.1 Colour variations do not constitute a reason for complaint within the meaning of Clause 10.2, unless prior to production a test print was made with a PMS colour specification.
- 11.2 Colour variations that, taking into consideration all the circumstances, reasonably have no influence or a minor influence on the use value of the goods supplied do not constitute a reason for complaint within the meaning of Clause 10.2.

Clause 12. Files (including data files) supplied by the customer

- 12.1 The customer shall supply the files in good time and by a satisfactory method, for its own account and at its own risk. The customer shall request instructions from Printable B.V. for this purpose.
- 12.2 The files supplied by the customer must comply with the file format and software requirements imposed by Printable B.V.
- 12.3 If the customer uses telecommunication (or other communication) facilities to supply data files, the customer bears all risk of transmission errors. Printable B.V. is not liable for any default in compliance with the agreement as a consequence of errors in hardware or software or as a consequence of incorrect or improper use by the customer. The customer undertakes to indemnify Printable B.V. in full in respect of the aforementioned.
- 12.4 Printable B.V. is not obliged to investigate the suitability of the files received from the customer before commencing work.
- 12.5 The customer bears all responsibility for the data files supplied by the customer and warrants their accuracy. The customer is also responsible for compliance with the requirements under privacy legislation.
- 12.6 If Printable B.V. ascertains that the files supplied do not satisfy the requirements specified, Printable B.V. shall not be obliged to comply with the agreement. Printable B.V. is not liable for the consequences of the agreed works not being carried out or being carried out at a later stage. If the agreement cannot be implemented for this reason this shall be regarded as cancellation by the customer as described in Clause 3.2.

Clause 13. Intellectual property

- 13.1 The customer guarantees to Printable B.V. that the performance of the agreement and, in particular, the reproduction and/or disclosure of the goods and/or data received from the customer (such as copy, composition, models, drawings, photographic recordings, lithographs, films, information carriers, computer software, data files etc.) shall not result in any infringement of rights that may be enforced by third parties under national, supranational or international regulations in the field of intellectual property and/or industrial property law. The customer indemnifies Printable B.V. in and out of court against all claims that may be made by third parties under the aforementioned legislation or regulations.
- 13.2 If reasonable doubt arises or continues to exist with respect to the validity of the rights alleged by third parties as referred to in Clause 13.1, Printable B.V. is entitled to suspend performance of the agreement until such time as it is irrevocably established by law that performance of the agreement does not constitute infringement of these rights by Printable B.V. After this occurs, Printable B.V. shall proceed to carry out the order within a reasonable period.
- 13.3 The goods supplied or to be supplied by Printable B.V. according to its design (including production resources and auxiliary items) may not be reproduced or used in the context of any production process, even in cases where or to the extent that no intellectual property or other legal protection exists for Printable B.V. in respect of the design.
- 13.4 Following supply by Printable B.V. the customer receives the non-exclusive right to use the works produced by Printable B.V. in the context of the agreement. The right of use is limited to the right to normal use of the goods supplied and specifically excludes use for reproduction of these goods in the context of any production process.

Clause 14. Force majeure

- 14.1 Force majeure shall apply if Printable B.V. is unable to comply with the agreement due to a circumstance for which it is not culpable and for which it does not bear responsibility under either the law, the agreement or generally accepted practice.
- 14.2 Force majeure shall in any event apply if Printable B.V. is unable to comply with the agreement as a consequence of war, mobilisation, riots, flood, shipping blockages, other transport blockages, stagnation in or restriction or termination of supplies by public utility companies, shortage of coal, gas, petroleum products or other means for the generation of energy, fire, breakdown of machinery and other accidents, malfunctions and defects in telecommunication and other communication facilities, strikes, lock-outs, actions by the trade unions, export restrictions, other government measures, non-delivery of necessary materials and semi-manufactured products by third parties, deliberate action or gross negligence on the part of employees or other persons engaged to provide assistance, default by persons engaged to provide assistance and other similar circumstances.
- 14.3 In the event of force majeure the customer shall not have any right to dissolve the agreement or to claim compensation.

Clause 15. Liability

- 15.1 If the goods supplied by Printable B.V. are defective, Printable B.V.'s liability to the customer is limited to any direct loss and/or damage for which Printable B.V. is responsible up to a maximum of the invoice amount for the relevant item.
- 15.2 Direct loss and/or damage shall be understood to mean only:
 - the reasonable costs for determining the cause and the extent of the loss and/or damage, where such determination relates to direct loss and/or damage as defined in these terms and conditions;
 - any reasonable costs incurred to make the defective performance by Printable B.V. comply with the agreement, unless Printable B.V. cannot be held responsible for this defect;
 - reasonable costs incurred to prevent or limit loss and/or damage, to the extent that the customer demonstrates that these costs resulted in a limitation of direct loss and/or damage as defined in these terms and conditions.
- 15.3 Printable B.V. is not liable for indirect loss or damage, including in any event consequential loss, loss of profit, lost savings and business interruption loss.
- 15.4 Printable B.V. is not liable for loss or damage of any kind that occurs due to or after the customer having, following supply, introduced the goods into use, edited or processed the goods, supplied the goods to third parties or arranged for such introduction to use, editing or processing or supply to third parties.
- 15.5 Printable B.V. is not liable in respect of any loss or damage suffered by a third party arising due to the goods supplied by Printable B.V., for which it is not liable under the agreement with the customer and/or these terms and conditions. If Printable B.V. is held liable in respect of any loss of damage suffered by a third party arising due to the goods supplied by Printable B.V., the customer shall indemnify it in full against this liability.
- 15.6 The customer must determine in advance whether the goods to be supplied by Printable B.V. are suitable for the purpose intended by the customer. Printable B.V. does not acknowledge any liability in this respect.
- 15.7 Any right the customer may have to claim compensation shall cease to apply if no claim to that effect is issued before the competent court within six months following supply.

Clause 16. Applicable law and competent court

- 16.1 All agreements entered into with Printable B.V. shall be exclusively subject to Dutch law.
- 16.2 The United Nations Convention on Contracts for the International Sale of Goods shall not apply to agreements entered into by Printable B.V.
- 16.3 Any disputes arising between the parties in connection with the agreements governed by these terms and conditions shall in the first instance be subject to the jurisdiction of the competent court in the district in which Printable B.V. has its registered office.

This English translation of the General Terms and Conditions is provided for information purposes only. In the event of conflicting interpretations, the Dutch version shall prevail.