

# Terms and Conditions

## Article 1

### General stipulations

1. The present general terms and conditions are applicable to the private company with limited liability Partnion, hereinafter referred to as "commissionee", registered with the Chamber of Commerce and Industry in Alkmaar.
2. The client is in these general terms and conditions understood to mean the person who commissions the commissionee to carry out activities or to deliver goods or who asks the commissionee to submit an offer.

## Article 2

### Offer

1. All offers requested by a client and sent by the commissionee shall take place with the applicability of the present general terms and conditions. The general terms and conditions shall be applicable to the offer and the acceptance thereof, as well as to the agreement that has thus become effective.
2. All offers shall be based on the legal stipulations regarding taxes and national insurance contributions and tariffs of wages and raw materials such as these are applicable on the day on which the offer is made.
3. The commissionee is entitled to charge increases in tariffs as mentioned in the previous paragraph and arisen after the day the offer was made but before the day of the provision of services or delivery of goods to the client. The increases mentioned next to the agreed price and/or tariffs in the offer or in the agreement shall be additionally charged to the client.
4. All offers shall be performed during one month, unless it has been mentioned otherwise in the offer. At the end of this period, the commissionee shall be free to reject an acceptance of the client.
5. The agreement shall become effective when the commissionee has received the acceptance of the offer. The acceptance of the offer implies that the client subscribes to the applicability of the present general terms and conditions and that he renounces the applicability of his own (purchase) conditions.
6. In the event that reservations or modifications have been made in the acceptance with reference to the offer, the agreement shall be effective when the commissionee has informed the client to agree with these reservations or modifications.
7. In the event that the client has not accepted the offer from the commissionee within 30 days, he shall be obliged to return the draft reporting, designs, samples and models, carriage paid, to the commissionee at his first request. In the event that the client does not return these goods, the commissionee shall be entitled to charge the costs that are related to the offers and the dispatch and manufacture of the goods to the client.

## Article 3

### Continuing performance contracts

1. Agreements in respect of which the commissionee undertakes to carry out periodical activities or activities that are distributed over the duration of the agreement for a period that is longer than two months, shall exclusively be terminable with due observance of a period of notice. The period of notice amounts to three months in the event that the agreement has been entered into for six months or for less than six months. This period of notice amounts to six months in the event that the agreement has been entered into for a period of six to eighteen months and amounts to 12 months in the event that the agreement has been entered into for a period of longer than 18 months.
2. An agreement as referred to in paragraph 1 of this article can only be terminated by means of a registered letter or by means of a recorded delivery or by means of a bailiff's notification.
3. A termination with reference to which the period mentioned in paragraph 1 has not been observed and that has not been effected as referred to in paragraph 2, does not terminate the agreement and does not have any legal effect. The agreement shall therefore be continued for the same period.
4. The prices that have been agreed upon as referred to in this article can be increased prematurely in the event that the prices of wages, raw materials and taxes and/or increases and/or contributions based on legal stipulations increase by more than 5%. In any event, the prices mentioned in the agreement shall periodically every six months, as from July 1st and January 1st, be adjusted in conformity with the average increase in prices in the industry and be charged to the client.

## Article 4

### Price

1. The agreed price is exclusive of the costs of transport and the delivery costs that are related to the delivery of the goods to the client on site, unless it has been explicitly agreed upon otherwise.
2. With reference to conducting examinations, establishing reports, designing publicity and advertisement campaigns or else another market research, marketing consultancy or publicity activity, the costs in order to realise the necessary project elements shall be separately charged. The commissionee shall charge the agreed tariffs or the tariffs that are normal in the industry, increased by the costs of third parties, to the client. The commissionee is authorised to send partial invoices prematurely during the duration of the project to the client.
3. In the event that the client does not submit the data that are necessary for the execution of the assignment, such as text, copy sketches, drawings or models, data carriers, computer equipment etc., in a sound manner and in time or if the processing of the submitted data is extra laborious, the commissionee shall be authorised to increase the agreed price.
4. Additional and deducted deliveries of goods are permitted in so far as these are usual in the industry and can be additionally charged to the client. The usual deviations in additional and deducted deliveries are considered to be the deviations as these are usual in the printing trade and as these have been established in the terms of delivery for the printing trade (KVGGO) and the general sales conditions of the Association of Paper Wholesalers. Deviations in other materials and semi-manufactured products used by the commissionee are permitted in accordance with the general sales conditions that are related to these materials and semi-manufactured products. The aforesaid conditions are available for inspection with the commissionee and shall be sent to the client at his request free of charge.
5. In the event that a client wishes to apply modifications to the execution of a given project or assignment, the commissionee shall not be obliged to do this and can cancel the assignment (see article cancellation). In the event that the commissionee wishes to execute the modified assignment and does not cancel the assignment, the client is obliged to reimburse the costs that have been incurred by the commissionee, even if these costs would have been made unnecessary for the execution of the assignment in its definitive form. The client shall also be obliged to reimburse the costs that are related with the modifications.
6. The prices that have been agreed as referred to in this article can be increased prematurely if the prices of wages, raw materials and taxes and/or increases and/or contributions based on legal stipulations increase by more than 5%. In any event, the prices mentioned in the agreement shall be periodically adjusted every six months, as from July 1st and January 1st, in conformity with the average increase in prices in the industry and shall be charged to the client.
7. The client is obliged to proceed to the payment of the invoices within 30 days. He shall not be authorised to deduct any amount from this purchase price because of a counterclaim entered by him.
8. In the event that the client does not fulfil his payment obligations in time, the client shall be indebted to pay extrajudicial costs and interest without any further proof of default. The extrajudicial costs shall be fixed at 15% of the amount of the invoice with a minimum amount of NLG. 250.
9. The client shall be at all times and irrespective of the agreed payment conditions obliged to provide security or to make a cash payment at the first request from the commissionee to that end. The security or the cash payment shall have to be such that this is equal to the claim increased by interest and costs that have fallen due.
10. As long as the client has not paid the full purchase price with any possible additional costs or as long as he has not provided any security for that, the commissionee shall reserve the ownership of the good. In that event the ownership shall be transferred to the client as soon as the client has fulfilled all his obligations towards the commissionee.

## Article 5

### Delivery

1. Unless agreed upon otherwise, the delivery of the goods shall be on site where the commissionee conducts his business. The transport of the delivered goods shall take place at the expense of the client unless a delivery carriage paid has been agreed upon.
2. The client bears the risk concerning the goods as from the moment of loading them for transport with the commissionee on site. Transport is also understood to mean the transmission of data by means of the telephone network and any dispatch similar to that by means of any technical means. The acceptance of goods of the

commissionee by the transport operator is proof that the goods are in good condition unless the contrary appears from the consignment note or from the acknowledgement of receipt.

3. Without prejudice to the stipulation in paragraph 2, the client is in addition obliged to verify the goods delivered by the commissionee directly after the delivery and to investigate whether the commissionee has correctly fulfilled the agreement. Any recovery by the client has to be reported to the commissionee in writing. In the event that the client has not informed the commissionee -in writing- within eight days as from delivery that the commissionee has not correctly fulfilled the agreement, the rights of recovery of the client shall be cancelled.
4. The client shall be bound to give his full co-operation with regard to the delivery of the goods to be delivered by the commissionee by virtue of the agreement.
5. In the event that the client requests that an investigation is entirely or partially executed by third parties, the commissionee shall not be liable towards the client for negligence, default or non-performance by these third parties. This is especially applicable with the execution of interviews, the collection and processing of the data that are part of that, the placing of advertisements, the creation of printing plates, texts, printed papers, decorations, photographic assignments and modular exhibits.
6. In the event that the commissionee has any doubts about the payment capacity of the client, the commissionee shall be authorised to postpone the delivery of the goods until the client has provided security for payment. The client is liable for the damage to be suffered by the commissionee by this delayed delivery.
7. In the event that the commissionee postpones the dispatch at the request of the client, the goods shall remain to be the property of the commissionee. The risk shall be transferred to the client as from that moment.
8. In the event that it appears that the commissionee has not properly fulfilled the agreement, the client shall have to give him a reasonable term in order to still fulfil the agreement.
9. In any event, the commissionee has performed properly if the client has put the delivered goods in use or if the client has processed the delivered goods. Furthermore, the fulfilment shall be considered to be proper if the client has delivered the goods to third parties or if the client has ordered third parties to take the goods in use or to process these.

## **Article 6**

### **Delivery period**

1. Delivery periods are approximately given by the commissionee. In the event that a fixed delivery period has been agreed, the commissionee shall not be immediately in default at the end of this period. The commissionee shall not be in default until after proof of default with the reasonable term admitted in it.
2. The agreed ultimate period of delivery shall be cancelled if the client requires modifications of the specifications of the work or if the necessary goods for the assignment have been delivered too late or improperly or are extra laborious. This shall only be different if the minor meaning of the modifications or the minor delay does not necessitate the commissionee to alter the delivery period that has been initially agreed upon by him.
3. In no event the client, who has altered an assignment or a project, shall have the right to claim any price reduction or damages on account of the fact that this modification has not fully or not in time been realised.

## **Article 7**

### **Cancellation and dissolution**

1. In the event that the client does not fulfil his payment obligations in time and does not take action on a proof of default with a term of one week either, the commissionee shall be authorised to dissolve the agreement without any judicial intervention. In that event the client shall be liable for the damage suffered by the commissionee, consisting among other things of loss of profits, transport costs and costs of the proof of default.
2. In the event that a client requires modifications to be applied to the execution of the given project or assignment, the commissionee shall not be obliged to apply these modifications. The commissionee shall then have the authority to cancel the assignment. In that event the client shall be liable for the damage suffered by the commissionee, consisting among other things of loss of profits, transport costs and costs of the proof of default.
3. In the event that the client cancels the agreement before the commissionee has started the execution of the agreement, the client shall have to reimburse the damage resulting from that for the commissionee. This damage is in any event understood to mean the losses suffered by the commissionee and loss of profits increased by the costs that the commissionee incurred for the preliminary activities, including the costs of reserved production capacity, bought materials, engaged services and storage.

4. Without prejudice to the stipulations in paragraph 1, paragraph 2 and paragraph 3 of this article, the client shall in any event be indebted to pay the commissionee 50% of the amount agreed upon for the assignment in the event of dissolution of the agreement. In so far as the costs and damage mentioned in paragraph 1, paragraph 2 and paragraph 3 are higher than 50%, these costs and damage shall be charged to the client.
5. Continuing performance contracts and/or agreements in which the commissionee has been given the assignment for periodical expenses cannot be cancelled by the client.

## **Article 8**

### **Proofs**

1. Proofs or tests that have been sent to the client in another way have to be accurately checked by the client for errors and faults. The client is obliged to return the corrected or approved proofs to the commissionee urgently.
2. Deviations, errors and/or faults that have not been noticed by the client, shall be at the expense and risk of the client.
3. Proofs that have been manufactured at the request of the client shall be charged to the client in addition to the agreed tariffs and/or price unless it has been agreed upon with the commissionee that these costs are included in the price.

## **Article 9**

### **Intellectual property rights**

1. The client indemnifies the commissionee both judicially and extrajudicially against all claims that third parties can make enforceable on account of the Copyright Act 1912 or otherwise related to intellectual property rights. The client guarantees the commissionee that there shall be no infringement by the fulfilment of the agreement on rights that third parties might exercise on account of the Copyright Act 1912 or on account of any other national or international regulations in the field of the law of copyright or else the legislation with reference to wrongful act. This indemnification shall in any event be applicable if the client orders the commissionee to carry out researches, reports, publicity campaigns or other promotional activities in accordance with the instructions given by the client or making use of materials that have been submitted by the client and especially by reproduction or disclosure of the goods received by the client such as copy, typography, models, drawings, photographic shots, lithos, films, data carriers, computer software, databases etc.
2. In the event that there is any doubt with the commissionee with regard to the correctness of the rights alleged by third parties as referred to in paragraph 1, the commissionee shall be entitled to suspend the fulfilment of the agreement until security has been received that the commissionee does not infringe on these rights by the fulfilment of the agreement. Unless agreed upon otherwise, the commissionee shall remain the party entitled to the copyright of the works manufactured by him during the fulfilment of the agreement, such as copies, typographies, sketches, models, working prints, detail drawings, data carriers, computer software etc. This is also applicable if the concerned activities have been mentioned as an entry in the offer and on the invoice.
3. The goods delivered by the commissionee may not be reproduced without the approval in writing from the commissionee within the framework of any production process.
4. After the delivery by the supplier, the client shall receive the nonexclusive right to use the works manufactured by the supplier within the framework of the agreement within the meaning of the Copyright Act 1912 or to use works within the meaning of paragraph 4 of this article. This intended right to use is restricted to the right to normal use of the delivered goods and does especially not include the use in order to reproduce the goods within the framework of any production process.
5. The commissionee is not bound to give the production means and tools that are necessary and have been manufactured for the fulfilment of the agreement or to give typographies, sketches, data carriers, computer software, databases etc. to the client. Furthermore, the commissionee is not obliged to keep the matters mentioned above. If the commissionee has agreed with the client that these matters shall be kept, this shall take place at the risk of the client and for one year at the most. This does not imply that the commissionee guarantees towards the client that these matters are fit for repeated use.
6. The client is obliged to make copies or another duplicate of the documents necessary for the fulfilment of the agreement prior to the dispatch of these documents. In the event that it appears that the agency does no longer possess the sent documents, the client shall be obliged to send a copy to the commissionee at his request against the reimbursement of material costs.

7. The client grants the commissionee pledge on all matters that have been sent to the commissionee within the framework of the fulfilment of the agreement, and this as an additional security for all that the client might be indebted to pay the supplier on whatever account, inclusive of debts that have not yet matured and conditional debts.
8. In the event that the commissionee has to process or order to process goods that have been delivered by the client for the fulfilment of the agreement, or in the event that the commissionee has to carry out activities on such goods in any other way, the client shall have to examine prior to that processing if the delivered goods are fit for the activities with regard to the fulfilment of the agreement. The commissionee shall be entitled to dispose of the remainders such as blue sheeting etc. of the materials delivered by the client as if these were his property. The client is bound to collect the unused materials and products as well as the aforementioned remainders from the supplier at the request of the commissionee.

## **Article 10**

### **Liability**

1. Deviations in the specifications of the goods delivered by the commissionee that are of minor importance can be no reason to dissolve the agreement or to demand any compensation.
2. Deviations shall be established on the basis of a representative random check. If the deviations have a secondary influence on the practical value of the good, they shall be considered as deviations of minor importance.
3. In so far as deviations are present that are usual in the industry, it shall be considered that the commissionee has properly fulfilled the agreement. The stipulations established in the general terms and conditions for the printing trade are decisive for the establishment of what is usual in the industry. With regard to the quality and the weight in grams of paper and cardboard, the deviations that are permitted in accordance with the standards of tolerance mentioned in the general sales conditions of the Association of Paper Wholesalers shall be considered as deviations of minor importance or as deviations that are usual in the industry. Deviations in other materials and semi-manufactured products used by the commissionee are permitted in accordance with the general sales conditions related to these materials and semi-manufactured products. The aforesaid conditions are with the commissionee for inspection. The commissionee shall send a copy of these conditions to the client at his request free of charge.
4. The commissionee is not liable for damage in the form of loss of turnover, decreased goodwill or other consequential damage that has occurred with the client. The commissionee is not liable for damage to goods for printing and processing that have been delivered by the client. The client has to examine prior to the processing whether the delivered goods are fit for the activities with regard to the fulfilment of the agreement. The commissionee is not liable for processing problems resulting from the nature of the materials or products that have been delivered by the client.
5. The commissionee is not liable for damage, loss or destruction of objects, materials, picture or text data in any form that have been put at the disposal of the client by him or that have been manufactured by third parties at the request of the client.
6. Advises that have been given by the commissionee are obligations to perform to the best of one's ability and no obligations to guarantee a certain result. Guarantees on result are not considered to be given with the provision of advises. The commissionee is not liable with reference to given advises if no result is reached.
7. The liability of the commissionee on account of this agreement is in any event restricted to an amount that in accordance with standards of reasonableness is in proportion to the agreed price and shall in no event amount to more than the amount invoiced by the commissionee.

## **Article 11**

### **Disputes**

1. All disputes that might arise on the basis of the agreement between the client and the commissionee or else of further agreements entered into between them shall be brought before the competent civil judge in The Hague. In so far as deviation by agreement is not permitted, the civil judge who is competent in accordance with the law shall be competent to take cognisance of the dispute.
2. Dutch law is applicable to this agreement between the client and the commissionee.