

Version 1, 10-06-2015

## **I. Applicability**

1. These terms and conditions apply to all our offers, agreements and all resulting obligations. These general terms and conditions take precedence over the purchase terms and conditions of our counterparty, which will not be accepted by us. Deviations from these general terms and conditions can only be made in writing and then only apply to the specific agreement to which the deviations relate.

## **II. Offers, orders and prices**

1. Our offers must be considered as a whole and are valid for 30 days or so much longer or shorter than stated therein, but are always made without obligation. They can be withdrawn by us within ten working days of receipt of acceptance thereof, without us being obliged to pay any compensation.
2. In the case of an order without a prior offer by us, an agreement will only be concluded if we confirm or actually implement it within fourteen days of receipt.
3. In the event of a difference between the order and our order confirmation, our order confirmation will take precedence, unless the customer objects in writing to this difference within 24 hours of the date of the order confirmation, in which case we are not bound.
4. All prices apply to delivery from our warehouse and are exclusive of VAT. They are based on whatever price-determining factors apply at the time of the offer.
5. We are authorised to increase the quoted or agreed prices on the basis of an increase in price-determining factors, even if this increase was foreseeable. The prices may at all times be increased if the costs of raw materials, personnel, machines and energy and government levies increase. For orders below € 230 excluding VAT, printing plates and cutting dies, the shipping costs in addition to any other costs will be charged extra.
6. Discounts are deemed to be granted once only. Previously granted discounts do not bind us in any way for later agreements.
7. All agreements, commitments and statements made by our employees, including representatives, are only binding for us after we have confirmed these in writing.
8. Any changes made by our counterparty to the original order of any nature whatsoever will be charged to our counterparty if these changes result in higher costs than those that could be taken into account in the quotation.

## **III. Cancellation**

1. In the event that our counterparty cancels an order accepted by us in whole or in part, our counterparty is obliged to fully reimburse us for all costs incurred in relation to this order, including storage costs and preparation costs, as well as commission costs.
2. Our counterparty may also be obliged to pay for the materials and/or semi-finished products intended by us for the execution of that order at the price stated in our calculation.
3. In addition, we have the right to demand compensation from our counterparty for all costs and damages resulting from the cancellation, including loss of profit and loss of interest, of at least 35% of the value of the order.

## **IV. Delivery and risk**

1. Specified delivery times are merely target times and will never be regarded as strict deadlines. If the delivery time is exceeded, we will first be in default after a written notice of default after at least 30 working days. We are entitled to deliver an order in parts, which can be invoiced separately.
2. We are entitled to deliver 10% more or less than the agreed quantity. Invoicing takes place based on the quantity actually delivered.
3. Delivery takes place from our warehouse. The goods are deemed to have been delivered and the risk in respect of the goods transfers to our counterparty as soon as the goods are in the means of transport, also when we arrange for transport or when cooperation is (deemed to be) refused by our counterparty, including the case that we still have the goods with us or with a third party because our counterparty is prevented from receiving the goods.
4. Exceeding the delivery time as a result of changes by our counterparty to the order issued are entirely at the expense and risk of our counterparty.
5. If there are partial deliveries and our counterparty does not accept a partial delivery within the agreed period, we have the right to deliver the remainder and to invoice in the usual way or, at our option, to cancel the order, insofar as it still has to be executed, without prejudice to the right to full compensation.
6. In the case of partial deliveries, our counterparty must always ensure that it has sufficient products in stock in case the delivery time is not met.

## **V. Force Majeure**

1. Force majeure is understood to mean any circumstance that is independent of our will, even if it was foreseeable at the conclusion of the agreement, which permanently or temporarily, completely or partially prevents the fulfilment of the agreement. This includes, but is not limited to, war, danger of war, riot, strike, worker exclusion, restrictive govern-

ment measures, transport difficulties, fire and other malfunctions in our company or one of our machines and foreclosure at our suppliers, subcontractors and/or transporters.

2. Force majeure suspends our obligations without being obliged to pay any compensation. We are also entitled to dissolve the agreement in whole or in part without judicial intervention, without being obliged to pay any compensation.
3. If the impediment to the execution of the agreement due to force majeure continues for longer than six months after the original delivery time, then our counterparty is entitled to choose us to proceed with the execution of the agreement or to proceed with full or partial termination of the agreement. We are obliged to make our choice known within 30 days of the aforementioned request. We are under no circumstances obliged to compensate for any damage.
4. Compliance in one or more cases under circumstances as mentioned above does not affect the right to use the power to dissolve in the following cases.

## **VI. Suspension and Dissolution**

1. In addition to force majeure, we also have the right to suspend or terminate the agreement in whole or in part without any prior notice, notice of default or judicial intervention and without any obligation to pay compensation and without prejudice to our further rights, if our counterparty does not, does not properly or in good time meet any obligation that may arise for him from any agreement with us, or in the event that we can reasonably expect that our counterparty will fail to comply with any agreement with us. All our claims against the counterparty will then become fully due and payable.
2. This also applies in the event of seizure, bankruptcy, suspension of payment or placing an order in custody of our counterparty or the shutdown or liquidation of his company.

## **VII. Payment**

1. The payment term is always no later than 30 days after the invoice date in the manner prescribed by us. If the payment term is exceeded, our counterparty will be in default without notice of default. We are entitled to use payments from our counterparty to settle our oldest claim on our counterparty. In the case of partial deliveries, we are entitled to invoice separately for each partial delivery.
2. Settlement or suspension is not permitted. Our counterparty explicitly waives these powers.
3. We have the right to demand an advance, bank guarantee or any other form of security or to make the payment immediately due and/or to send goods cash on delivery. If security is refused, we are entitled to suspend (further) compliance with our obligations towards the counterparty.
4. From the day payment must have been made, our counterparty owes interest of 1% per month or part thereof, without prejudice to the other rights we have in this regard.
5. All judicial and extrajudicial collection costs incurred by us in order to achieve compliance with the obligations of our counterparty, will be charged to our counterparty as fixed compensation. The extrajudicial costs are calculated according to the collection

rate, advised by the Dutch Bar Association, with a minimum of € 340, all without prejudice to our right to claim the higher actual damage. The declaration of the auxiliary person hired by us for collection is sufficient as proof of indebtedness.

## **VIII. Return shipments / complaints**

1. Return shipments are not accepted, subject to our prior written permission. In the latter case, the goods must be returned in the original packaging at the expense of our counterparty.
2. Complaints regarding delivery must be submitted in writing within 5 days after discovery or 5 days after they could reasonably have been discovered, but must be submitted in writing and with reasons, in any case within 30 days after delivery. The items involved must be kept available to us unchanged, so that the nature, scope and merits of the complaint can be investigated. Furthermore, our counterparty must give us the opportunity to repair any shortcomings.
3. The counterparty is responsible for checking the quantity and quality (unless agreed otherwise) of the delivered goods. If he does not make a complaint as quickly as possible and in any case within one working day after receipt of the delivered goods, the quantities stated on consignment notes, delivery notes, invoices or similar documents will be deemed correct.
4. Our counterparty is obliged to examine the delivered goods. Defects that are perceptible immediately upon receipt of the goods must be immediately and specified by our counterparty with a clear description of the complaint on the consignment note or similar document.
5. In the absence of timely complaint, or if the goods have been processed in whole or in part, the goods shall be deemed to have been approved and our liability for them as a result shall lapse, unless the defect can first be established by or during processing, without prejudice to the obligation of our counterparty in that case to make a timely complaint.
6. Complaints about invoices must be submitted to us in writing within 8 days after the invoice date, failing which the information applicable to those invoices must be considered correct between the parties.

## **IX. Liability**

1. Our counterparty is obliged to follow our instructions regarding the application and storage of the delivered goods, failing which any liability is excluded. Communications on our part regarding the quality, composition, instructions for use, handling, application possibilities and properties of items as well as advice are only given to the best of our knowledge and on the basis of experience in practice without any guarantee to the exclusion of any liability, of any damage whatsoever, including damage suffered by third parties. Our liability ends in any case if our product has been used in other products / applications.
2. We are not liable for damage as a result of the (in) soundness of the EAN code or any other code, in whatever form.
3. In the event of liability, our obligation to pay compensation is limited to the amount of the net invoice

value of the items involved.

4. We are not liable for damage, of whatever kind, to our counterparty and / or third parties, if this damage is the result of, among other things:
  - a. errors in a design and / or drawing prescribed by the counterparty and not originating from us, or in drawings, data or orders originating from our counterparty;
  - b. defectiveness of materials and parts made available by our counterparty;
  - c. functional unsuitability of materials and components, the application of which has been prescribed by our counterparty;
  - d. inadequate performance of work by third parties put to work by our counterparty, including inadequate packaging and inadequate transport;
  - e. the use of our products for a purpose other than that for which they are suitable;
  - f. damage or loss of value arising from incorrect or incorrect use of the delivered goods;
  - g. proofs that have been approved by our counterparty cannot give rise to complaints.

#### **X. Disclaimer**

1. We will at no time be liable towards third parties for damage that arises during the performance of the contract to which the present conditions apply than we would be towards our counterparty.
2. Our counterparty indemnifies us against any further liability and, where possible, will include a corresponding exoneration in our agreements with third parties for our benefit.
3. Our counterparty fully indemnifies us with regard to claims for compensation from third parties, based on violation of intellectual property rights, through the use of drawings, data, materials or parts, or caused by the application of working methods, which have been provided or prescribed to us by or on behalf of our counterparty for the implementation of the agreement. If we are addressed by third parties in this regard, we reserve the right to terminate the work that has commenced and to demand compensation from our counterparty, without being liable to pay compensation to our counterparty.

#### **XI. Retention of Title**

1. All goods supplied by us remain our full property until the moment of full payment of all our claims, by virtue of any agreements with the counterparty, as well as in respect of claims for failure by our counterparty to comply with any agreements, including interest and costs.
2. Until the time of full payment or settlement, our counterparty is not authorised to pledge the goods to third parties, transfer ownership or process them.
3. We have the right to reclaim the items that are subject to our retention of title at any time we wish, as long as they have not been fully paid. We may at all times reclaim our items in the event of imminent bankruptcy or suspension of payment.

#### **XII. Copyright / intellectual rights**

1. If we have a copyright or any other intellectual property right on a product designed or created by us, of any nature whatsoever, this copyright or intellectual property right is retained by us, even when the

counterparty has an order placed with regard to the delivery of this item.

#### **XIII. Disputes**

1. Dutch law applies to all our agreements. Disputes are at our discretion subject to the District Court in 's-Hertogenbosch or Breda.
2. The original Dutch text of these General Terms and Conditions shall prevail over versions published in any other language.