

### Article 1. General

1. These terms and conditions of sale, delivery and payment apply to all our offers, to all orders to us and all agreements concluded with us regarding the sale and delivery of our products and services. Any reference to the client's own general terms and conditions at any stage of the conclusion of the agreement with us is expressly rejected.
2. All trade terms used by us and the Client shall be interpreted in accordance with the ICC Incoterms, as established at the time of entering into the relevant agreement.
3. Deviations from or additions to these general terms and conditions in the context of any agreement only apply if and insofar as we have expressly confirmed or accepted in writing. If these general terms and conditions in any way mention a requirement for writing, this will also include a message sent by e-mail or by fax.

### Article 2. Offers; conclusion and content of agreements

1. All our offers or statements are without obligation, unless explicitly stated otherwise in writing. An agreement is only concluded if and insofar as we accept an assignment from the client in writing or if we carry out an assignment.
2. The date for the conclusion of the agreement is the day of dispatch of our written order confirmation or the first day of actual execution of the order by us.
3. Unless otherwise indicated in writing, an order given to us in writing is deemed to be irrevocable, unless the order has not been confirmed by us within a period of 4 weeks from the order date. We are not obliged to accept an order.
4. Additional and deviating provisions in the assignment in relation to our offer or statement are only binding on us, if and insofar as these provisions have been expressly accepted by us in writing.
5. All statements provided by us of numbers, sizes, weights and / or other indications of the products have been made with care, but we cannot guarantee that no deviations will occur. Samples, drawings or models, etc. shown or provided are always only indications of the products concerned. We are entitled to deliver a maximum of 15% more or less of the agreed quantities, without prejudice to the client's obligation to pay the agreed purchase price.
6. All advice, calculations, communications and statements provided by us regarding capacities, results and/or expected performance, quality requirements and standards of products to be delivered or work to be performed by us are only binding on us, if and insofar as such information is included in our written order confirmation, or is part of the written agreement concluded between us and the client.
7. Any (verbal or written) commitments made by our employees only bind us, if and insofar as these agreements have been confirmed in writing by our statutory management at any time.

### Article 3. Prices

1. Unless expressly agreed otherwise in writing, our prices apply ex works (namely: ex works, in accordance with the current version Incoterms), so excluding - for example - transport and / or shipping, packaging, insurance and possibly duties or taxes to be levied by the government or other levies.
2. If, after the date of conclusion of the agreement, the prices of one or more of the cost factors undergo an increase (including changes due to currency changes or government levies), before the assignment has been fully executed, we are entitled to increase our prices accordingly in the course of any year.
3. Unless expressly stated otherwise, our prices are always deemed to be issued in Euro currency. In the event that it has been agreed that the price will apply in another currency, we are entitled to charge the client for any exchange rate differences that occur later in relation to the rate on the day of conclusion of the agreement.
4. Unless and insofar as expressly agreed otherwise, we are entitled to adjust our prices as of 1 January of any subsequent year on the basis of the price indices customary in the industry.
5. The Client declares to be aware of and accepts that (initial) costs to be incurred separately for the execution of the assignment, for example for printing plates, that may be charged by us, also in the event of repeat orders, in particular in the event of a lapse of time.

#### Article 4. Delivery

1. The delivery time, including the period for the work to be performed by us, starts on the day stated in our written order acceptance.
2. If certain data, drawings, specifications, print images, approval of proofs, samples, etc. are necessary for the execution of the assignment or certain formalities are required, the delivery time will start at a later date, namely when all data, drawings, etc. are in our possession, or the required formalities have been completed.
3. If we require an initial payment at the time of the order, the delivery time will only start at a later time than written order acceptance or receipt of the above-mentioned documents i.e. at the time when we have received this payment.
4. Delivery times - specified by us- are approximate and subject to unforeseen circumstances and therefore not fatal. We will inform the client in case of (possible) exceeding. The expiry thereof does not therefore result in a default and we are not obliged to pay any compensation.
5. If and insofar as there is purchase and delivery on demand, as agreed by the parties, the client is obliged to accept delivery no later than a period of one month after our notification "completed" or as much sooner as must be considered reasonable in the given circumstance. If and insofar as the actual delivery acceptance has not taken place at the applicable time, we are entitled to charge (storage) costs, or to use the products in question - at our discretion - for an alternative delivery to a third party, without the client being entitled to call for the products in question.
6. Except in the case of intent or gross negligence, exceeding the delivery time does not entitle the client to claim compensation, to refuse the product or to dissolve the agreement in whole or in part.
7. We are entitled to partial deliveries.

#### Article 5. Force majeure

1. In the event of situations of force majeure, we are entitled to suspend our obligations, including fulfillment of delivery and delivery time, as long as the relevant impediment persists.
2. Force majeure is considered to be: pandemic, outbreak of virus, war, danger of war, civil war, riot, hostage-taking, molestation, fire, water damage and flooding, special climatic or weather conditions, strike, occupation, disorder, exclusion, lack or shortage of labour or raw materials, defects in machinery or installations, malfunctions in the supply of energy, delayed delivery or cancellation by our suppliers; all situations occurring in our company as well from third parties from whom we obtain all or part of the necessary materials or raw materials; as well as in storage or during transport, whether or not under our own control; and furthermore due to all other causes, arising through no fault of our own or beyond our control.
3. Claims for compensation for partial or total non-performance are excluded in the event of force majeure.
4. If the force majeure situation has lasted 12 weeks, each party is entitled to dissolve the agreement in whole or in part for the future by means of a written statement. There is no right to any compensation in such a case.

#### Article 6. Time and place of delivery

1. After the products in question have left our business location or the business location of our supplier or when we have informed the client in writing that the products are ready for shipment, they are considered delivered, without prejudice to the provisions about the retention of title.
2. Place of delivery is therefore our business location or the business location of our supplier (if this has been made known), even if free shipping and / or transport has been agreed by us.
3. In the case of delivery in parts, the individual batches shall be deemed to have been delivered per batch.

#### Article 7. Risk; Shipping and transport

1. The risk passes to the client at the time of delivery.
2. If the products are not accepted and taken by the client, not on time or not properly, the client will be in default without notice of default, unless and insofar as there are agreed call-off orders (see further article 16).
3. In that case, we are entitled to store the products at the expense and risk of the client or to sell them to a third party.
4. The Client remains responsible and liable for the purchase price plus interest and all costs, but- if and insofar relevant- minus the net proceeds of the sale to the third party.

5. Unless otherwise agreed in writing with the client, shipment and/or transport of the products, if they are provided by us, takes place at the expense and risk of the client, to the address of the client's business location and the products are not insured by us against transport risk.

#### **Article 8. Retention of title**

1. All delivered and yet to be delivered products remain our exclusive property until all claims that we have or will obtain from the client have been paid in full for any reason.
2. As long as the ownership of the products has not passed to the client, he may not pledge the goods or grant third parties any other right to them, except within the normal course of his business. At our first request, the Client undertakes to cooperate in the establishment of a lien on the claims that the Client obtains or will obtain from its customers as a result of the onward delivery of products.
3. The client is obliged to keep the products that have been delivered under retention of title with due care and as our recognizable property.
4. We are entitled to take back the products that have been delivered under retention of title and are still present at the client, if the client is in default of the fulfillment of its payment obligations or threatens to be in payment difficulties. The Client shall at all times grant us free access to its premises and/or buildings for inspection of the products and/or to exercise our rights.
5. The aforementioned provisions do not affect the other rights accruing to us.

#### **Article 9. Payment**

1. Unless otherwise agreed in writing, payment of the price is due at our discretion in cash upon delivery or within 30 days of delivery. All payments will be made without any deduction or set-off. We are entitled - regardless of different indications in this respect - to allocate received payments in the order of the outstanding invoices, as followed by us.  
If the client believes that he can still assert claims in any form with regard to the delivery or execution of the assignment, this does not relieve him of the obligation to pay in the agreed manner and he is not entitled to suspend his payment obligation.
2. We are entitled, if at any time there is reasonable doubt in our view about the financial situation of the client, or if any payment term is exceeded, to suspend the execution of our obligations and to demand that full or partial advance payment of the purchase price is made or that the client provides sound security.  
In such a case, we are also entitled to ship only cash on delivery.
3. We are entitled to charge a two percent surcharge credit limitation. If and insofar as the client complies within the applicable payment term, he is entitled to deduct the surcharge credit limitation stated on the invoice from the invoice amount.
4. By merely expiring any payment term, the client is in default by operation of law. In that case, all claims of us against the client become immediately due and payable, without prejudice to the other rights accruing to us.
5. The Client shall, without any notice of default being required, owe interest equal to the statutory commercial interest then applicable in the Netherlands on all amounts that have not been paid no later than the last day of the payment term. At the end of each year, the amount on which interest is calculated shall be increased by the interest due for that year.
6. If the client has not paid the amount and interest due even after the expiry of a further payment term set in writing, the client is obliged to reimburse us for all legal costs and extrajudicial costs, the latter of which are set at least at 15% of the outstanding amount due and will at all times amount to at least € 150 excluding turnover tax.

#### **Article 10. Default; Dissolution**

1. If the client does not or fail to comply on time or properly does not comply with any obligation that may arise for him from the agreement concluded with us, he is in default and we are entitled without notice of default or judicial intervention:
  - suspend the performance of the contract and the directly related agreements until payment has been sufficiently secured; and/or dissolve the agreement and the directly related agreements in whole or in part;

this without prejudice to our other rights.

2. In the event of bankruptcy, suspension of payment, shutdown or liquidation of the client's company, we are entitled to dissolve the agreements with the client with immediate effect.

#### **Article 11. Cancellation**

1. If the client wishes to cancel the assignment given to us, this can only be done legally with our written consent.
2. We are entitled to make our consent subject to the client's obligation to indemnify us, based on payment of an amount of at least 25% of the agreed contract value, without prejudice to our right to demand full compensation for costs and damage.
3. We are never obliged to give our consent.
4. The Client is obliged to indemnify us at all times against claims from third parties as a result of the cancellation of the assignment.

#### **Article 12. Obligations, cooperation and guarantees client**

1. The Client ensures - and guarantees - that all specifications, data, samples, printing images and approved proofs to be delivered to us at any time in the context of the assignment to be carried out are correct and complete and must be deemed to be a complete and correct specification for the correct execution of the agreement by us.
2. The Client guarantees that all specifications, texts, images, etc., supplied by him to us can be processed or used by us without hindrance for the purpose of the execution of the agreement, whereby the Client indemnifies us against all claims by third parties with regard to the data, materials and texts received from the Client, in particular in the context of intellectual property rights of third parties.
3. The Client declares to be familiar with and accepts that he is and remains responsible at all times for the content and design of specifications or data desired by him, including but not limited to text and/or design features.

#### **Article 13. Inspection and complaints**

1. The Client is obliged to carefully inspect the products immediately after arrival at the place of destination or after receipt by himself or by a third party acting on his behalf. Complaints regarding externally observable deviations or damage must, in order to be honoured, be registered by the client on the receipt.
2. Any other complaints about defects in the products must be communicated to us in writing no later than five working days after the arrival of the products, without prejudice to the provisions of paragraph 3 of this article. If inspection has taken place in our business location, the client must ensure that any complaints take place during this inspection and are recorded in writing. If inspection has taken place at the business location of our manufacturer or forwarder, this provision applies with due observance of that fact.
3. Defects that cannot reasonably be detected within the aforementioned period must be reported to us in writing immediately after detection but at the latest within the applicable warranty period.
4. Complaints with regard to invoices can only be made in writing within five working days after receipt of the invoices, whereby the date of receipt is determined at one day after the date of date of the relevant invoice.
5. Minor deviations with the usual tolerances will not be able to constitute grounds for the client to complain, to ask for compensation or to request cancellation of the assignment. Minor deviations from the usual tolerances are also understood to mean deviations which are generally accepted in the industry, or minor technical or unavoidable deviations with regard to qualities, colours, dimensions, thickness, weight, etc.
6. If a complaint does not take place within the periods set out in this article, the client loses his claim in respect of those defects.
7. After discovering any defect, the client is obliged to immediately cease the use, processing, processing or installation of the products in question and will provide all cooperation desired by us for the investigation of the advertisement, among other things by giving us the opportunity to conduct an investigation on site into the circumstances of processing, processing, installation and/or use.
8. The Client has no right to complain with regard to products, in respect of which no control of complaints can take place by us. The client is not permitted not to accept the offered products and/or to return the products before we have agreed to this in writing.

9. In the event that the client makes use of its right to complain, the client must immediately inform us and give us the opportunity to view the delivered guarantees, whereby it applies that products already processed by the client in its operation or production are always deemed to have been approved.

#### Article 14. Guarantee

1. For a period of three months after delivery, we provide a guarantee for material and manufacturing defects, insofar as there are obvious deviations from expressly agreed quality requirements and standards and with due observance of the conditions regarding inspection and complaints and other provisions in Article 13.
2. Our guarantee means that we repair the errors at our expense or - at our sole discretion - take back all or part of the delivered goods and replace them with a new delivery, subject to the condition that we have stipulated such a guarantee with our supplier.
3. If, in our opinion, repair or replacement is not possible, we are instead entitled to refund amounts already received, under the condition of final discharge.
4. Our warranty extends as far as we can hold our supplier liable for the alleged defectiveness.
5. Our guarantee does not mean that we guarantee that the product and the modifications and print images made at the request of the client are suitable for the purpose for which the client wishes to use, consume or process it, unless we have expressly guaranteed this in our order confirmation. Unless expressly agreed otherwise in writing, we are only obliged to comply with the warranty obligations within the Netherlands.
6. If we replace (parts of) delivered products in order to comply with our warranty obligation, the replaced (parts of) products become our property.
7. All costs, which exceed the obligation described above, are at the expense of the client, such as transport costs, travel costs and costs of disassembly and assembly.
8. Our warranty does not apply if:
  - A. the errors are the result of improper use or of causes other than defectiveness of material or manufacture, such as, for example, being stored longer than normal;
  - B. we supply used material or used goods in accordance with the order;
  - C. the cause of the errors cannot be clearly demonstrated;
  - D. not all instructions given for the use of the products and other specifically applicable warranty regulations have been punctually and fully complied with.
  - E. these are errors which are wholly or partly the result of government regulations concerning the quality or nature of the materials used or with regard to manufacture;
  - F. the client makes changes and/or repairs to the delivered products on its own initiative during the warranty period or has them carried out by third parties;
  - G. the client does not comply with any obligation - on time or not properly - which arises from this or any other related agreement;
  - H. the agreement with the client has been executed in accordance with all specifications specified by him and qualitative and technical conditions agreed with him;
  - I. the client has failed in any way to adequately implement its obligation to make all necessary materials, data, etc., available to us correctly, on time, complete and adequate for the execution of the agreement by us.

#### Article 15. Liability

1. Our liability is limited to compliance with the warranty obligation described in Article 14.
2. Except in the event that there is intent or gross negligence on our part and subject to our warranty obligations, we are never liable for any damage of the client, including consequential damage, immaterial damage, business or environmental damage, or damage as a result of liability towards third parties.
3. If and insofar as, despite the provisions of paragraphs 1 and 2 of this article, we are nevertheless held liable by the competent court in any case, our liability to the client for whatever reason per event (whereby a related series of events counts as one event), is in all cases limited to the amount of the relevant contract sum, excluding sales tax.
4. The Client is obliged to indemnify and indemnify us for all costs, damages and interests that may have arisen for us as a direct result of claims by third parties against us with regard to incidents, acts or omissions in or in the context of the execution of the assignment, for which we are not liable to the Client pursuant to these

terms and conditions.

**Article 16. Call-off orders**

1. If there is a so-called Call-off order agreed with the client, the Products in question will be kept in stock by us free of charge for a maximum period of two months. The aforementioned period of two months starts on the first day on which the relevant order can be called by the Client from us, in accordance with our order confirmation or our quotation.
2. Such an order counts as a call-off order, if an order as such has been named by us in the quotation issued by us, or our written order confirmation.
3. We are entitled to charge storage costs for products that are kept in stock by us for the client, longer than a period of two months, whereby we are entitled to charge the client an amount of € 3.85 ex. VAT per pallet per week, unless and insofar as otherwise agreed in writing.
4. We expressly reserve the right to invoice lying stock in full after a period of three months after the start of the first date of call-off, including additional storage costs.

**Article 17. Applicable law; competent court**

1. All agreements concluded with us, of which these terms and conditions form part in whole or in part, are governed by Dutch law. The parties are deemed to have chosen domicile in the place where we are located.
2. All disputes arising as a result of agreements concluded with us or these general terms and conditions will, unless otherwise required by law, be subject to the judgment of the competent court of our place of business, unless the parties have expressly agreed otherwise in writing.
3. The applicability of the Vienna Sales Convention is excluded, unless the parties have expressly agreed otherwise in writing.