



**General terms and conditions of Optimum Group B.V., having its registered office in Alkmaar and principal place of business at Toermalijnstraat 12 C in (1812 RL) Alkmaar, and its subsidiaries established in the Netherlands, namely: Etiket Nederland B.V., also having its registered office in Alkmaar and principal place of business at Toermalijnstraat 12 C in (1812 RL) Alkmaar, Vila Etiketten B.V., having its registered office in Breda and principal place of business at Minervum 7314 in (4817 ZD) Breda, J. MAX AARTS B.V, having its registered office in Enschede and principal place of business at Marssteden 55 in (7547 TE) Enschede, W & R Etiketten Service B.V., having its registered office in Tilburg and principal place of business at Polluxstraat 15 in (5047 RA) Tilburg, Telrol B.V, having its registered office in Almere and principal place of business at Bolderweg 53 in (1332 BA) Almere, Kolibri Labels B.V., having its registered office in Almere and principal place of business at Lengelseweg 94 in (7041 DS) 's-Heerenberg, Belona B.V, having its registered office in Oud Gastel and principal place of business at Roosendaalsebaan 39 (4751 RA) Oud Gastel and Megaflex Bladel B.V., having its registered office in Bladel and principal place of business at Hallenstraat 14 in (5531 AB) Bladel (hereinafter individually referred to as: "supplier").**

#### Article 1. General

1. All agreements<sup>1</sup> and legal acts between the supplier (in its capacity as supplier of labels in the broadest sense of the word) and its customer<sup>2</sup> are subject solely to these general terms and conditions.
  2. The text of the Dutch version of these general terms and conditions will take precedence over the version drawn up in another language.
  3. Deviations from these general terms and conditions shall only be possible if they have been explicitly agreed upon in writing.
  4. If these general terms and conditions are applied to any agreement or legal act between the supplier and a customer, these general terms and conditions shall automatically apply to any agreement or legal act concluded thereafter.
  5. In the event of these general terms and conditions not being applicable, nullity or annulment, the provisions of these general terms and conditions not affected by this shall remain in full force. The provision(s) affected shall then be converted to a provision which the supplier would have used if the inapplicability, nullity or annulment had not occurred. Insofar as necessary, the customer declares his agreement with such a conversion in advance
- Article 2. Offer & acceptance, (long-term) agreements and cancellations

#### Offer & acceptance

1. An offer by the supplier (whether or not with an indicated price quotation, budget, pre-calculation or similar announcement) is free of obligations and does not oblige the supplier to enter into an agreement with a customer.
2. An offer of the supplier can only be accepted without deviation by means of a written communication from the customer. An offer shall in any case be deemed rejected if it is not accepted within one month, unless a different term for acceptance is stated in the offer.

<sup>1</sup>Every agreement between the supplier and the customer regarding the manufacture or delivery of goods, the provision of services or the performance of work.

<sup>2</sup>The natural or legal person who has commissioned the supplier to produce or deliver goods, to provide services or to carry out work

<sup>3</sup>"Production" also includes the production of semi-finished products or auxiliary materials such as separate quires, litho work and typesetting work as well as work on finishing and distributing the edition.

3. The supplier is not bound by obvious mistakes or errors in his offer. When making an offer, the supplier may assume the correctness of data, information, drawings and suchlike provided by the customer. The customer indemnifies the supplier against any claim by third parties relating to the use of data, information, drawings and suchlike provided by or on behalf of the customer.

4. The supplier is entitled to withdraw his offer during a period of seven days after acceptance. This does not lead to any obligation to compensate for damage and/or costs incurred by the customer as a result of the revocation.

#### Agreements

5. An agreement between the supplier and a customer is (with due observance of the stipulations in these general terms and conditions) only effected by: a) written acceptance by a customer of an offer from the supplier; b) written confirmation of an order given by a customer to the supplier; or c) by the supplier actually carrying out an order from the customer.

6. An adjustment of an agreement is only valid after explicit and written acceptance by the supplier. The supplier is authorised to charge any costs relating to an adjustment of an agreement to the customer.

7. The supplier is not bound by communications from his subordinates or representatives, unless these communications have been explicitly endorsed or confirmed to the customer in writing by the supplier.

#### Long-term agreements

8. In these general terms and conditions, an edition that appears at least twice a year is referred to as a "periodical edition". An agreement to produce<sup>3</sup> a periodical edition is valid for an indefinite period of time.

9. A contract for the production of a periodical edition may only be terminated by the customer by registered letter with acknowledgement of receipt or by bailiff's writ, subject to the following periods of notice:

- In the case of a periodical appearing four times a year or more, the period of notice shall be 12 months
- In the case of a periodical appearing less than four times a year, the period of notice shall be 6 months.

The aforementioned periods of notice do not have to be observed if the customer pays a one-off compensation for termination amounting to 50% of the total amount charged by the supplier for performance of the periodic edition over the whole of the previous year.

10. Paragraphs 8 and 9 of this article 2 apply accordingly to agreements for the provision of services or the performance of work, on the understanding that the notice period in those cases is 6 months as standard.

#### Cancellations

11. A customer is authorized to cancel an agreement before the supplier has started to implement it, provided he compensates the damage and/or costs incurred by the supplier as a result. Such damages and/or costs shall include any losses suffered by the

supplier and any loss of profit as well as any costs the supplier has already incurred in preparation for the agreement to be executed, including but not limited to costs of reserved production capacity, purchased materials, services called upon and storage. Cancellation of agreements to produce periodic editions as referred to in this article 2 shall not be possible.

### Article 3. Delivery

#### Method of delivery

1. Delivery takes place at the place where the supplier carries out its business. Digital deliveries shall be made to the e-mail address provided by the customer, or (at the customer's risk) by uploading to an external server or by making available on the server of (an assistant to) the supplier.

2. The supplier is not obliged to deliver (manufactured) goods and/or services to be delivered in parts.

3. A customer shall cooperate fully with the delivery of the items or services to be delivered by the supplier according to the agreement. A customer shall also be in default, without a reminder, if he does not collect the goods to be delivered from the supplier after the first request by the supplier or, if applicable, refuses to take receipt of the goods to be delivered.

4. The risk in respect of goods to be delivered to a customer shall pass to him ex the supplier's warehouse or ex the warehouse of a third party engaged by the supplier. All goods are transported at the customer's risk.

5. Unless a customer requests the supplier in good time to insure the items during transport at the expense of the customer, the items shall be transported uninsured by or on behalf of the supplier. Transport shall also include transmission of data by any technical means.

6. The supplier has fulfilled his obligation to deliver by making the items available to the customer at the agreed time in his warehouse or in the warehouse of a third party engaged by the supplier. The delivery document and/or accompanying annexes of the carrier signed by or on behalf of a customer shall constitute full proof of the delivery by the supplier of the items specified in the delivery document and/or accompanying annexes. Acceptance of goods from the supplier by the carrier shall count as proof that these goods were in an externally good condition, unless the contrary is evident from the consignment note or the receipt.

7. The supplier is not obliged to store the goods to be delivered. If a customer refuses to accept the goods offered for delivery or made available, the supplier shall store the goods in question for 14 days from the date of offer at a location to be determined by the supplier. After the expiry of this period, the supplier shall no longer be obliged to hold the items ordered by the customer at the customer's disposal and shall be entitled to sell the items to a third party or to dispose of them in some other way. The customer shall nevertheless remain bound to comply with the agreement by taking delivery of the items in question at the first request of the supplier at the agreed price, while the customer shall also be obliged to compensate the damage and/or costs of the supplier arising from the earlier refusal of the customer to take delivery of the items in question, including storage and transport costs.

#### Retention of title

8. Every delivery of goods by the supplier to a customer takes place under reservation of the ownership of these goods until the customer has paid everything he is obliged to pay on the basis of any agreement, including interest and costs. Until such time, a customer is obliged to keep the items delivered by the supplier separate from other items and clearly identified as being the property of the supplier, and to insure them properly and keep them insured.

9. If the delivery of goods to a customer takes place in a territory other than the Netherlands, the goods - if and as soon as they are in the territory of the country in question - are subject to retention of title under Dutch law, in addition to the retention of title referred to in paragraph 8, under the law of the country in question, with the provision that Dutch law applies to the agreement.

10. As long as the goods delivered are subject to retention of title, the customer may not encumber or dispose of them beyond the scope of his normal business operations.

11. After the supplier has invoked his reservation of ownership, he may take back the delivered goods. A customer shall allow the supplier to enter the place where the goods are located.

12. If transport of the goods to be delivered has been agreed, this shall take place at the expense and risk of the customer. The costs connected with the transport shall at least include export and import duties, clearance charges, taxes and any other governmental charges of whatever nature connected with the transport and the delivery of the goods by the supplier.

#### Term of delivery

13. A delivery period indicated by the supplier is only indicative. Even in case of an agreed deadline, the supplier shall only be in default after the customer has given him notice of default in writing. Exceeding the agreed delivery term does not in any case give a right to compensation of damages. In case of dissolution of the agreement, a customer is not entitled to damages either, unless the exceeding of the reasonable term set in the notice of default is due to intentional act or omission or gross negligence of the supplier.

14. The supplier's commitment to an agreed final deadline for delivery shall lapse if a customer requires a change in the specifications of the work, the item and/or the product or service or fails to comply with the stipulations in paragraph 1 of article 6 of these general terms and conditions, unless the minor significance of the change or the minor delay does not reasonably compel the supplier to alter the production capacity which he initially planned to use in time.

15. During the execution of the agreement by the supplier the customer is obliged to do all that is reasonably necessary or desirable in order to make a timely delivery by the supplier possible, in particular by answering questions from the supplier without delay, by preventing faulty deliveries as referred to in paragraph 7 of article 5 and by complying with the stipulations in paragraph 1 of article 6 and paragraphs 1 and 2 of article 10 of these general terms and conditions.

16. If a customer fails to comply with the provisions of the previous paragraph of this article 3 and the provisions of paragraph 11 of article 5, an agreed deadline for delivery is no longer binding and the customer is in default without written notice of default by the supplier being required. The supplier is then, without prejudice to the rights he is entitled to by law, authorized to suspend the fulfilment of the agreement until the customer has remedied this default. Thereafter, the supplier will still execute the agreement within a reasonable term.

17. Also in case of suspension of the obligations by the supplier on account of another shortcoming of the customer than the one mentioned in section 16, the term of delivery will be prolonged with the duration of the suspension.

#### Examination upon delivery

18. After delivery, a customer is obliged to investigate whether the supplier has properly complied with the agreement and is furthermore obliged to inform the supplier immediately in writing, whether or not by digital means, as soon as he discovers the contrary. The customer must carry out this investigation and notify

the supplier within 14 days after delivery at the latest.

19. The supplier is always entitled to substitute a new sound performance for a previous unsound performance, unless the default is irreparable.

20. The fulfilment of the agreement shall be considered sound between the parties if the customer has remained in default of carrying out the investigation or giving the notice referred to in section 1 of this article 3 on time.

21. If the period of 14 days referred to in paragraph 1 of this article 3 must be considered unacceptably short according to criteria of reasonableness and fairness even for a customer acting carefully and alertly, this period shall be extended at the latest to the first moment when the investigation or the notification of the supplier is reasonably possible for the customer.

22. The performance of the supplier shall in any case be considered sound between the parties, if a customer has taken the delivered goods (or a part of them) into use (or has had them taken into use by third parties), has treated or processed them (or had them treated or processed by third parties) or has delivered them (or had them delivered to third parties).

23. Notwithstanding provisions of mandatory law, complaints of whichever nature regarding the execution of the agreement by the supplier (or the sound compliance thereof by the supplier) do not suspend the customer's payment obligation. Complaints of whichever nature can only be made known to the supplier in writing.

24. Notwithstanding provisions of mandatory law, the supplier has no obligation with regard to a submitted claim if a customer has not timely and fully met his obligations towards the supplier (both financially and otherwise).

25. A claim concerning an item delivered and/or work carried out or services provided by the supplier does not affect items and/or work or services previously delivered (or still to be delivered), not even if these items delivered (or still to be delivered) and/or work or services will be provided in execution of the same agreement.

26. If items are missing from the delivery, the customer must notify the supplier of this in writing within 7 days of the delivery. In case of a notification after the expiry of this term, the missing items shall not be credited to the customer nor delivered to the customer free of charge.

#### Article 4. Deviations

1. Deviations between, on the one hand, the work supplied or the goods delivered/made or the work/services performed and, on the other hand, the original design, drawing, copy or model or the typesetting, printing or other proof cannot constitute a reason for rejection, discount, dissolution of the agreement or compensation if they are of minor importance.

2. In assessing the question of whether deviations in the total of the work or the delivered/made items or the work/services performed should be considered minor or not, a representative sample will be taken into account, unless it concerns individually determined items or work/services.

3. Deviations which, taking all circumstances into account, do not reasonably have any influence or only a minor influence on the useful value of the work or the delivered/manufactured goods or the performed activities/services shall always be deemed to be deviations of minor importance.

4. A customer should take into account the fact that colours of printed products and layout files, as shown in (digitally) produced proofs or as displayed on a monitor, will deviate to some extent from the colour of the printed products after production. Such deviations cannot constitute grounds for rejection, discount,

rescission of the contract, restitution or compensation.

5. Deliveries by the supplier that are more or less than the agreed quantity are permitted if they are no more or less than 10%. The excess or shortfall of the number delivered shall be charged or settled, as the case may be.

6. With regard to the quality and grammage of paper and cardboard, deviations of minor importance shall be deemed to be the deviations allowed under the tolerance standards stated in the general conditions of delivery of the Association of Paper Wholesalers ("Vereniging van Papiergroothandelaren"). These terms and conditions are available for inspection at the supplier's office. The supplier shall send the customer a copy of these terms and conditions free of charge at the latter's request.

7. Deviations in the other materials and semi-manufactured products used by the supplier that are allowed under the general terms and conditions of sale relating to the delivery of these materials and semi-manufactured products to the supplier are considered to be deviations of minor importance. The relevant conditions are available for inspection at the supplier's premises. The supplier will send the customer a copy of these terms and conditions free of charge at the latter's request.

#### Article 5. Price (modifications) and payment terms

##### Price

1. Prices stated in an offer or agreement shall be in euros and - unless explicitly stated otherwise - shall be exclusive of costs of packaging, transport and other costs of shipment, import documents, (transport) insurance(s), travel time, travel expenses and accommodation costs and also exclusive of turnover tax and/or other government levies of any kind whatsoever.

2. The price quoted by the supplier for the performance to be carried out by him shall apply exclusively to the performance in conformity with the agreed specifications.

3. In case of composite offers there is no obligation to supply or deliver a part of the total performance against the amount stated for this part in the offer or against a proportional part of the price stated for the whole.

4. If no price has been agreed upon between the parties but if the parties have entered into one or more agreements with an equal or nearly equal content within one year prior to the agreement, the price shall be calculated on the basis of the production methods and calculation rates used. In doing so, the prices applicable at the time of entering into or performing the present agreement shall be used.

5. If, other than in application of the provisions of the previous paragraph of this article 5, no price has been agreed between the parties, or if only a price by way of estimate has been given or if the agreed price can be changed in accordance with these general terms and conditions, the price or the price change will be determined at an amount that is considered reasonable in the graphic media sector.

##### Price changes

6. The supplier is authorised to raise the agreed price when one or more of the following circumstances occur after the agreement has been concluded: an increase in the costs of materials, semi-finished products or services required to execute the agreement, an increase in shipping costs, wages, employer's social security contributions, the costs involved in other employment conditions, the introduction of new or an increase in existing government levies on raw materials, energy or residual substances, a considerable change in currency rates or, in general, circumstances that are comparable to the above.

7. Extra difficult text, unclear copy, unclear sketches, drawings

or models, faulty information carriers<sup>4</sup>, faulty computer software or data files, faulty manner of delivering the materials or products to be delivered by a customer and all similar deliveries by the customer which force the supplier to perform more work or incur more costs than he could reasonably expect on entering into the agreement, shall constitute grounds for increasing the agreed price. Extraordinary or reasonably unforeseeable processing difficulties resulting from the nature of the materials and products to be processed are also grounds for increasing the agreed price.

8. The supplier is entitled to increase the agreed price if the customer makes a change to the originally agreed specifications, including author's corrections or changed instructions after the receipt of working drawings, models and typesetting, printing and other proofs. The supplier shall cooperate in these changes within reasonable limits, provided that the content of the performance to be carried out by him does not essentially deviate from the originally agreed performance.

#### Payment terms

9. The customer must pay the price and the other amounts owed by virtue of the agreement within 30 days of the invoice date, without being able to invoke any discount, settlement or suspension. However, payment must be made in the manner indicated by the supplier if the customer is a natural person not acting in the exercise of a profession or business. In the event of late payment, the customer is in default without notice of default being required by the supplier.

10. In the event of an agreed delivery in parts, the supplier is entitled, after delivery of the first part, in addition to payment of this part, to demand payment of the costs incurred for the entire delivery, such as those of typesetting, lithography and proofs.

11. A customer is at all times and irrespective of the agreed payment conditions, obliged at the supplier's first request to make full or partial advance payment and/or to provide security for the payment of the amounts to be paid to the supplier by virtue of the agreement. The security offered must be such that the claim and any interest and costs on it are adequately covered and that the supplier will be able to take recourse to it without difficulty. Any security that has subsequently become inadequate shall have to be supplemented to provide adequate security at the supplier's first request. If and as long as the customer remains in default of full or partial prepayment and/or provision of security as required by the supplier, the supplier shall be entitled to suspend his obligation to deliver.

12. If a customer does not pay in time as referred to in section 9 of this article 5, he shall, on account of the delay in payment of the amount due by him, owe the statutory commercial interest or, if applicable, the statutory interest on this amount from the 31st day after the invoice date. The supplier is authorised to charge a twelfth part of this interest over each month or part of a month in which the customer has not fully complied with his obligation to pay.

13. In the event of late payment as referred to in section 9 of this article 5, the customer shall be obliged (in addition to the amount owed and the interest thereon) to pay in full both extrajudicial and judicial collection costs, including the costs of lawyers, bailiffs and collection agencies. The extrajudicial costs are set at at least 15% of the principal sum with interest, with a minimum of € 100.00, without prejudice to the supplier's authority to claim the actual extrajudicial costs if these are higher. If a customer is a consumer, the supplier claims an amount for the extrajudicial costs which is equal to the maximum compensation allowed by law with regard to extrajudicial collection costs, as determined and calculated in accordance with the Decree on Extrajudicial Collection Costs ("Besluit vergoeding voor buitengerechtelijke incassokosten"), insofar as the outstanding amount - after the default has occurred

- is not paid by the customer-consumer within fourteen days after the day following the day of the reminder.

14. If a customer is in default of payment of any invoice as referred to in paragraph 9 of this article 5, all other outstanding invoices shall also become immediately due and payable, without further notice of default being required.

15. Payments made by a customer shall serve to settle any costs and interest owed and subsequently to settle due and payable invoices which have been outstanding the longest, even if the customer states at the time of payment that the payment relates to another invoice.

16. Notwithstanding provisions of mandatory law, a customer does not have the right to suspend his payment obligations towards the supplier and/or to set them off against payment obligations of the supplier towards the customer.

17. The supplier has the right to settle all claims on the customer with every debt the supplier may have to the customer, or to (legal) persons or companies affiliated with the customer.

18. All claims of the supplier against the customer are immediately due and payable in the following cases: a) if after the conclusion of the agreement circumstances come to the supplier's notice that give him good reason to fear that the customer will not comply with his obligations, such entirely at the discretion of the supplier; b) if the supplier has asked the customer to provide security for the compliance as referred to in section 11 of this article 5 and this security is not provided or is insufficient; c) in the event of a petition for bankruptcy or suspension of payment of the customer, liquidation or death or bankruptcy of the customer or - to the extent that the customer is a natural person - the application of the law (Wet Schuldsanering Natuurlijke Personen (WSNP)) to the customer.

#### Article 6. Typesetting, printing or other proofs

1. A customer is obliged to carefully examine any typesetting, printing or other proofs received from the supplier, whether at his request or not, for errors and defects and to return them to the supplier corrected or approved as soon as possible.

2. Approval of the proofs by the customer is deemed to be acknowledgement that the supplier has correctly performed the work preceding the proofs.

3. The supplier is not liable for deviations, errors and defects that have remained unnoticed in the proofs approved or corrected by the customer.

4. A proof produced at the request of the customer shall be charged separately, in addition to the agreed price, unless it has been expressly agreed that the cost of this proof is included in the price.

#### Article 7. Ownership of means of production

1. All goods manufactured by the supplier, such as means of production, semi-manufactured products and aids and in particular type, design drawings, models, works and detailed drawings, data carriers, computer software, data files, photographic recordings, lithographs, clichés films, micro and macro mountings, printing plates, screen printing moulds, engraving cylinders, dies, punching knives and moulds, (foil) embossing moulds, stamping plates and peripheral equipment shall remain the property of the supplier, even if they are stated as separate items in the offer or on the invoice.

2. The supplier is not obliged to hand over the items referred to in paragraph 1 to the customer or to transfer them to him in any other way.

<sup>4</sup> Magnetic tapes and discs, optical discs and all other means intended for recording, processing, sending or reproducing or publishing texts, images or other data by means of equipment, all in the broadest sense of the word.

3. The supplier shall not be obliged to keep the items referred to in the first paragraph of this article 7 for the customer. If the supplier and the customer agree that these items will be kept by the supplier, this shall be for a maximum period of one year and the supplier shall not guarantee their suitability for repeated use.

#### Article 8. Intellectual property

1. The customer guarantees the supplier that the customer is the rightful claimant with regard to all items received from or on behalf of the customer within the scope of the agreement, in whatever form, such as copy, manuscripts, typesetting, models, drawings, photos, images, lithographs, films, videos, data carriers, software, data, source codes, object codes, samples, designs, sketches, processes, procedures, reports, articles, correspondence, documents, etc., and that no infringement is made of any (intellectual) property rights, and that no infringement is made of the (intellectual property) rights of third parties, including the rights which third parties may assert under an agreement or applicable laws and regulations. The customer indemnifies the supplier both judicially and extrajudicially against all claims which third parties may make on the basis of this.

2. If the supplier has reasonable doubts as to whether the customer is entitled as referred to in section 1 of this article 8, the supplier is authorised to suspend performance of the agreement until such time as it has been unequivocally established that the customer is entitled. Thereafter the supplier shall still perform the agreement within a reasonable term.

3. Unless expressly agreed otherwise in writing, the supplier is always the party entitled to the intellectual property rights that arise on the items produced, services provided and/or work carried out by him in the fulfilment of the agreement.

4. The items supplied by the supplier within the scope of an agreement (such as copy, manuscripts, type, design drawings, models, working and detail drawings, data carriers, software, websites, data files, equipment, photographic recordings, lithographs, films and similar production and auxiliary materials) and the associated designs may not be reproduced as part of any production process without the supplier's prior written permission. This shall also apply insofar as there is no copyright or other statutory protection for the supplier in respect of these items and designs.

5. After delivery by the supplier, the customer shall acquire the non-exclusive, non-transferable or encumberable right to use the items produced, services rendered and work carried out by the supplier within the scope of the agreement, under the suspensive condition that the customer has fulfilled his financial obligations from the agreement in full. This right of use is limited to the right of normal use of the delivered goods in the context of the exploitation of the business of the customer and the customer shall not otherwise reproduce or publish these goods without the prior written consent of the supplier.

6. The right granted to a customer on the basis of this article 8 does not affect the right or the possibility of the supplier to use and/or to exploit the components, general principles, ideas, designs, algorithms, documentation, programming languages, protocols, standards, know-how and the like which underlie that development, without any restrictions, for other purposes. Nor is the supplier's right in any way affected in order to do developments that are similar and/or derived from those done for the customer.

7. Even if the agreement does not expressly provide for it, the supplier shall always be allowed to make technical provisions for the protection of equipment, data files, websites, software made available, software to which the customer is given access, etc.

#### Article 9. Customer ownership and pledge

1. The supplier shall store the items entrusted to it by a customer in the context of the fulfilment of the agreement with the care of a good custodian.

2. Without prejudice to the provisions of the previous paragraph of this article 9, the customer shall bear all risks relating to the items referred to in paragraph 1 during the period of custody. If required, the customer shall take out his own insurance for this risk.

3. The customer shall be obliged to ensure that, prior to supplying the supplier with a copy, drawing, design, photographic recording or an information carrier, a duplicate is made of these items. The customer shall retain these in case the items supplied are lost by the supplier during storage or become unusable due to damage. In that case, the customer shall provide the supplier with a new copy upon request against payment of the material costs.

4. The customer grants the supplier a lien on all items brought into the power of the supplier within the scope of the performance of the agreement with the supplier, as well as on all other items that are the property of the customer and are brought into the power of the supplier by him, and also on delivered items in respect of which the supplier cannot invoke his reservation of title due to the fact that the delivered items have been mingled, all this by way of extra security for all that the customer may owe the supplier in whatever capacity or for whatever reason, including non-payable and conditional debts.

#### Article 10. Materials, products, specifications and information provided by the customer

1. If a customer has agreed with the supplier that the customer shall deliver materials, (electronic) data or products for imprinting or processing, he shall ensure this delivery in a manner to be considered timely and proper for a normal, planned production. The customer will receive instructions from the supplier in this respect.

2. The customer shall be obliged to supply the material or products required for the agreed performance. The customer shall receive instructions from the supplier to this effect. The customer guarantees that the supplier will receive a sufficient quantity. The confirmation of receipt of the material or the products by the supplier does not imply the acknowledgement that a sufficient quantity has been received or that the quantity specified on the transport documents has been received.

3. The customer bears the risk of misunderstandings with regard to the content and execution of an agreement if these are caused by specifications or other communications not received by the supplier, or not received correctly, on time or in full, or transmitted orally by the customer or a person appointed by the customer for this purpose by means of any technical means such as telephone, fax or e-mail.

4. The supplier is not obliged to check the items received from the customer for suitability prior to printing or processing.

5. The supplier cannot be held liable for failing to perform an agreement if this is due to extraordinary or unforeseeable processing difficulties arising from the nature of the materials, (electronic) data or products supplied by the customer, nor if this is the result of differences between the sample or example initially shown to the supplier and the materials, (electronic) data or products supplied by the customer at a later stage.

6. The supplier cannot guarantee properties such as durability, adhesion, gloss, colour, light or colour fastness or wear and tear resistance if the customer has not specified the properties and nature of the materials or products supplied by him at the latest at the time of concluding the agreement and/or has not provided sound information on the pretreatment and/or surface treatments applied.

7. The supplier is not liable for loosening, sticking, staining, changing gloss or colour, nor for damage to materials and products received from the customer and to be printed or processed by him, if these have undergone pretreatment, such as the application of lacquer, varnish or anti-smearing powder.

8. The customer is obliged to inform the supplier in advance and in writing of any special difficulties or health risks during the printing or processing of the materials and products supplied by him.

9. The supplier shall be entitled to dispose of the remnants such as cutting waste etc. of the materials and products delivered by the customer as if they were his own property. The customer is, at the request of the supplier, entitled to dispose of these as his own property. At the request of the supplier, the customer shall be obliged to collect the unused materials and products as well as the aforementioned residues from the supplier within the term set by the supplier.

#### Article 11. Liability

1. The supplier is liable for damage which the customer suffers as a result of a shortcoming in the fulfilment of the agreement which can be attributed to the supplier. However, only those damages qualify for compensation against which the supplier is insured, or should reasonably have been insured - given the nature of the supplier's business and the market in which he operates - and only up to the amount that the insurer pays out, if any.

2. The following are not eligible for compensation a) financial loss, such as - but not limited to - trading loss, consequential loss, loss caused by delay, loss of profit, loss of turnover, missed savings, reduced goodwill, damage to reputation, damage relating to costs in connection with interruption or standstill of (part of) the customer's business and/or other indirect loss; b) damage caused by acts or omissions of the customer and/or third parties contrary to instructions issued by the supplier or contrary to the agreement and/or these general terms and conditions; and/or c) damage as a direct consequence of incorrect, incomplete and/or unsound information issued to the supplier by or on behalf of the customer.

3. If: a) at the time when the agreement was entered into, it was not possible for the supplier to take out insurance as referred to in paragraph 1 of this article 11 (or not at reasonable conditions) or to renew such insurance thereafter at reasonable conditions; b) the insurer does not pay out for the damage concerned; and/or c) the damage concerned is not covered by the insurance, compensation for the damage shall be limited to at most the amount agreed on with the customer by the supplier for the (current) agreement (excluding VAT). In the event of a continuing performance contract, compensation of the damage shall be limited to a maximum of the amount agreed on an annual basis with the customer by the supplier for the (current) contract (excluding VAT).

4. The supplier is not liable for damages of any nature whatsoever arising because or after the customer has taken the (manufactured) goods into use after delivery, has treated or processed them, has supplied them to third parties, has had them treated or processed, or has had them supplied to third parties.

5. Neither is the supplier liable for damage to materials or products received from the customer which are to be printed, processed or treated by the supplier, if the customer has not informed the supplier of the properties and nature of these materials or products at the latest at the time of entering into the agreement, and has not provided sound information on the pretreatment and surface treatments applied.

6. If the supplier is held liable by a third party for any damage, for which he would not be liable under the agreement with the customer or these general conditions or otherwise vis-à-vis the

customer, the customer shall hold him harmless and reimburse the supplier in full for all that the latter has to pay to such third party. Article 12. Information Security

1. If the supplier is obliged under the agreement to provide a form of information security, that security shall correspond to the security specifications agreed in writing between the parties. The supplier does not guarantee that the information security is effective under all circumstances. If the Agreement does not explicitly describe a form of security, the security shall be at a level that is not unreasonable, given the state of the art, the sensitivity of the data and the costs involved in achieving the security.

2. The access or identification codes and certificates provided to the customer by or on behalf of the supplier are confidential and shall be treated as such by the customer and shall only be made known to authorised members of the customer's own organisation. The supplier shall be entitled to change the assigned access or identification codes and certificates.

3. The customer shall adequately secure his systems and infrastructure, update them in a timely manner and at all times have anti-virus software in operation.

#### Article 13. Processing<sup>5</sup> of personal data<sup>6</sup>

1. If the supplier processes personal data or has such data processed, the supplier shall comply with the applicable laws and regulations with regard to the processing of this data. The supplier shall in that case be regarded as a "processor" as referred to in the AVG and UAVG and as such shall fulfil its obligations ensuing from the AVG and UAVG. In that case, a processing agreement within the meaning of the AVG and UAVG shall be concluded between the supplier and the customer, in which the agreements between the parties shall be laid down.

2. With regard to the processing of the personal data referred to in paragraph 1 of this article 13, the customer is obliged to comply with the applicable laws and regulations. The customer shall in that case be regarded as "data controller" and/or "processor" as referred to in the AVG and UAVG. The customer is fully responsible and liable for complying with its obligations under the aforementioned laws and regulations, including but not limited to the AVG and UAVG, in its capacity as "controller" and/or "processor".

3. In the event of processing of the personal data referred to in paragraph 1 of this article 13, the customer guarantees that the processing of personal data is not unlawful and does not infringe the rights of the data subjects concerned. The customer shall indemnify the supplier against any claims from those involved or third parties as a result of the customer's failure to comply with the applicable laws and regulations. The supplier is only liable for the damage caused by the processing of the personal data carried out by him if the obligations of the AVG and the UAVG specifically aimed at the supplier as processor have not been fulfilled during the processing or if the customer has acted outside or in conflict with the lawful instructions of the customer.

#### Article 14. Confidentiality

1. Both parties shall be bound to secrecy of all confidential information they have acquired within the framework of the agreement from each other or from another source. Information is considered confidential if this has been communicated by one party or if this follows from the nature of the information. The existence and content of an agreement entered into between the supplier and a customer, as well as the existence and content of the present general terms and conditions, shall also be regarded as confidential information.

2. If, on the basis of a statutory provision or a judicial ruling, the supplier is obliged to disclose confidential information to third parties designated by law or the competent court and the supplier cannot in that respect invoke a legal right to refuse to give evidence or a right

<sup>5</sup>Processing within the meaning of Article 4(2) of the General Data Protection Regulation (AVG and UAVG).

<sup>6</sup>Personal data within the meaning of Art. 4(1) of the General Data Protection Regulation (AVG and UAVG).

recognised or permitted by the competent court, the supplier is not obliged to pay compensation or indemnification and the customer is not entitled to dissolve the agreement, without prejudice to provisions of mandatory law.

#### Article 15. Expiry periods

1. Without prejudice to provisions of mandatory law, legal claims and other powers of the customer, for whatever reason, vis-à-vis the supplier in connection with manufactured/delivered goods and/or work/services provided, shall lapse after twelve (12) months from the date on which the customer became aware or could reasonably have become aware of the existence of these rights and powers and he did not submit a written claim to the supplier before the expiry of this period.

2. If, within the term specified in section 1 of this article 15, the customer has submitted a claim in writing to the supplier in connection with goods manufactured and/or work/services performed by him, then, without prejudice to mandatory provisions of law, any legal action by the customer in this regard shall lapse if the supplier has not taken legal action before the court competent on the grounds of article 18 of the general terms and conditions within a term of four (4) months from the receipt of the claim in question.

#### Article 16. Attributable failure, default, suspension, dissolution and force majeure

##### Dissolution

1. In the following cases a customer is in default by operation of law (without a notice of default being required) as a result of an attributable shortcoming in the performance of an agreement with the supplier

- the customer fails to comply with his obligations under the agreement in whole or in part
- a petition is filed for the customer's bankruptcy
- a petition is filed for the customer's suspension of payments
- the Debt Rescheduling Act (Wet Schuldsanering Natuurlijke Personen (WSNP) becomes applicable to the customer (natural person)
- the customer dies
- a substantial part of the customer's assets are seized
- the situation arises in which the customer is no longer deemed able to meet the obligations under the agreement
- the closing down, liquidation or total or partial take-over of the customer's company
- a direct or indirect change in the control or any similar situation of the customer's company

or

discontinuation of the customer's business.

2. All claims which the supplier may have against the customer in connection with the execution of the agreement shall be immediately due and payable in full upon the occurrence of the default of the customer referred to in paragraph 1 of this article 16.

3. Without prejudice to any other rights to which the supplier is entitled, including the right to compensation for damages, the supplier has the following rights upon the occurrence of the default of the customer referred to in paragraph 1 of this article 16:

a) the right to suspend his obligations arising from the agreement, without the supplier being bound to pay any compensation for damages.

or

b) the right (whether or not after making use of the right of suspension referred to in section 3 subsection a) of this article 16), without further notice of default and/or judicial intervention, to unilaterally dissolve the agreement in full or in part out of court by means of a written notification to the customer. Performances carried out by the supplier and the customer in execution of the agreement (including payments received by the supplier from the customer) are not subject to an obligation of undoing in the event of such an extrajudicial dissolution of the agreement.

4. If the customer is irrevocably in a state of bankruptcy, the customer's right to use software, websites and the like provided by the supplier, as well as the use of the supplier's services, shall (as far as applicable) legally end (without any act of termination being

required by the supplier).

##### Force majeure

5. Any failure on the part of the supplier in the fulfilment of an agreement cannot be imputed to him if it is not due to his fault, nor is it attributable to him under the law, the agreement or generally accepted practice ("force majeure").

6. Force majeure on the part of the supplier as referred to in paragraph 5 of this Article 16 shall in any case include a supplier's failure due to war, mobilization, riots, flooding, blocked shipping, other blocking of transport, stagnation in or restriction or termination of supplies by public utility companies, lack of gas, petroleum products or other means for the generation of energy, fire, machinery breakdowns and other accidents, excessive absenteeism of staff, strikes, lockouts, actions by trade unions, export restrictions, other government measures, non-delivery of necessary materials and semi-manufactured products by third parties, sabotage, computer hacking of systems, intent or gross negligence of auxiliaries and other similar circumstances.

7. All claims which the supplier may have against the customer in connection with the execution of the agreement will be immediately due and payable in full upon the occurrence of a situation of force majeure on the part of the supplier.

8. In the event of a situation of force majeure, the supplier shall also have the rights to suspend or dissolve, as referred to in paragraph 3 under a) and b) of this article 16. The provisions in paragraph 3 under a) of this article 16 on (the absence of) an obligation to undo performances that have already been carried out, also apply in the case of an extrajudicial dissolution in the event of force majeure on the part of the supplier. The customer is not entitled to any damages from the supplier, neither in case of suspension nor in case of a non-judicial dissolution in the situation of force majeure. If the period during which fulfilment of the obligations by the supplier is impossible because of force majeure lasts longer than thirty (30) days, the customer is also authorized to dissolve the agreement in full or in part out of court. In that situation, the customer is not entitled to any compensation for damages from the supplier either.

9. If the supplier has already fulfilled his obligations or can only partially fulfil his obligations when the force majeure occurs, he has the right to invoice that part separately and the customer is obliged to pay this invoice as if it were a separate agreement that has not been affected by an extrajudicial dissolution.

#### Article 17. Applicable law and competent court

1. Dutch law shall apply to an agreement between the supplier and the customer.

2. The Dutch court is competent to take cognizance of all disputes that arise from or are connected to the execution of an agreement between the supplier and a customer. The competent judge is the judge of the district under which the supplier falls, unless the customer is a consumer and, within one month after the supplier has appealed in writing to the customer to this stipulation, chooses for the settlement of the dispute for the judge competent according to the law.