

## General Terms and Conditions - Print and Display Ltd.

### GENERAL PROVISIONS

These General Terms and Conditions and professional practices shall apply to all our quotations, work orders, contracts and deliveries.

**Clause 1** - The customer, the buyer, shall hereinafter be referred to as the 'Client'. The supplier, the seller, is Print and Display NV, hereinafter also referred to as 'PND'.

**Clause 2** - The provision of production elements (raw materials, models, copies and/or digital files, etc.) to a supplier along with the request, without express reservation, to deliver a proof or design, shall give rise to a binding obligation to commission such supplier to perform the work, or to pay the supplier for the expenses incurred.

**Clause 3** - The quotations of the supplier shall be non-binding and subject to reservation of sale or availability of adequate stocks. If there is an escalation in the labour costs and/or the prices of raw materials, the prices quoted shall be revised using the indexation formula of Febelgra (*Belgian Printing and Communication Industry Federation*), which shall be sent to the Client on first request. The quotations shall always be exclusive of taxes, which the Client shall always be bound to bear. All quotations for the execution of an order within three months, shall have a validity period of one month. The price quoted shall be valid only for the work stated in the offer.

**Clause 4** – In case of composite price quotations, there shall be no obligation to supply a part of the order for a corresponding part of the total price.

**Clause 5** - Any person or company that places an order with the request to charge third parties for the same, shall be personally responsible for paying for the same, even if the supplier has agreed to this method of invoicing, even where such third party has countersigned the order form.

### REPRODUCTION RIGHTS AND MENTION OF THE SUPPLIER'S NAME

**Clause 6** - The supplier shall not be responsible for infringements of third-party reproduction rights, provided the supplier had carried out the printing or reproduction in good faith. The Client shall be solely liable in such cases. Any dispute concerning reproduction rights shall suspend the execution of the order.

**Clause 7** – Print and Display shall remain the owner of the copyright on the sketches, drawings, software, photographs, models, etc. designed or created by it even if the customer has ordered the same. The reprinting or imitation of the above in any form or by any process whatsoever, if carried out without the prior consent of the copyright owner, shall constitute an act of counterfeiting or unfair competition. The fact that Print and Display hands over or issues invoices for compositions, design, drawings, photographs, films, software, dies, etc. shall not by itself prejudice the above provisions, except in case of explicit prior agreement.

**Clause 8** - Designs, drawings, photographs, films, computer files, software programs, die cutting forms, dies, etc., prepared by or on behalf of Print and Display, shall form part of the material owned by Print and Display. The Client may not demand that the same be handed over before or after delivery of the work, unless otherwise agreed. If the customer wishes to hand over material to Print and Display, this should be done well in time, keeping in mind the order schedule. The Client shall bear the risk and cost of transporting the material to its destination. The signing of transport documents by Print and Display for receipt merely acknowledges receipt of the material.

**Clause 9** - The Client may not object to the mention of the supplier's name if so required by the law, even if the printed matter already contains the name of a publisher or intermediary, advertising agent or others.

## **COMPOSITIONS, SUPPLIER'S MATERIALS, PROOFS AND PRINT-READY FORMATS**

**Clause 10** - If the Client hands over digital files to the supplier, the Client is bound to preserve the original files and shall be responsible for their quality. Any difficulties or delays in production caused by problems with the materials supplied shall be sufficient ground to extend the deadline, unless the same are caused intentionally or through gross negligence of the supplier, its employees or subcontractors. The prices may also be revised in such cases.

**Clause 11** - The supplier shall, at the Client's request, provide a simple printing proof, for example, a laser printout, blueprint or imposition proof. Extra charges shall be levied for printing proofs provided in true colours, among others, and/or on printing paper. If the Client does not demand a printing proof, the supplier shall under no circumstances be responsible for the quality of the finished product.

**Clause 12** - The supplier must correct printing and word-splitting errors pointed out by the Client, but shall not be responsible for spelling, linguistic - or grammatical errors. Changes of any kind whatsoever to the original order (in the text, in the processing or placement of artwork, in the formats, in the printing or binding, etc.), made by or on behalf of the Client in writing or otherwise, shall be charged extra and shall extend the deadline. This shall also apply to machine downtimes incurred until the receipt of the "print-ready format". Instructions provided verbally or over the telephone, shall be executed at the Client's risk.

**Clause 13** - The handover of a dated and signed "print-ready format" by the Client shall discharge the supplier of all responsibility for errors or omissions during or after the printing. The "print-ready format" shall remain the property of the supplier and shall be used as evidence in case of disputes.

## **CUSTODY OF PRODUCTION ELEMENTS**

**Clause 14** - If the Client wishes the supplier to maintain custody of production elements such as compositions, films, montages, die cutting forms, designs, drawings, diskettes, etc., he shall agree to the same in writing with the supplier prior to order execution. Such custody shall be at the risk of the Client, who expressly relieves the supplier from any liability in connection with such custody (among others, for loss or damage), except in cases of wilful misconduct or gross negligence on the part of the supplier. Offset plates will not be preserved. As regards die-cutting and vacuum forms, a statement will be submitted to the Client after one year, on which the Client can give his consent to destroy the same, or for the charging of rent for their custody.

## **DELIVERY PERIOD**

**Clause 15** - The delivery periods stipulated in writing in the order shall only commence from the working day on which the necessary elements are provided to the supplier. The minimum extension of the agreed delivery periods shall be the period by which the Client delays the provision of necessary elements to the supplier, and the period of the Client's delay in returning the corrected proofs and the "print-ready format". Force majeure conditions, and, more generally, any circumstances that prevent, reduce or delay the execution of the order by the supplier or that cause an extraordinary difficulty in the fulfilment of the commitments undertaken, release the supplier from all liability and allow him, depending on the case, to either curtail his commitments, or to terminate the agreement or to suspend its execution, without thereby being bound to pay any damage compensation. The following shall, among other things, be considered to be force majeure conditions: war, civil war, mobilisation, riots, strikes and lockouts, whether suffered by the supplier or its sub-contractors, breakdown of machinery, fire, breakdown of transport facilities, problems in the supply of raw materials and energy, and restrictions or prohibitions imposed by the government.

## EXCEPTIONS

**Clause 16** - The Client shall accept the tolerances imposed by the manufacturers of paper, cardboard and plastic, that may be utilised by the supplier. The supplier may deliver and invoice 5% more or less than the number of copies ordered. The excess or shortfall in copies shall be charged at the price of additional copies.

**Clause 17** - All orders shall be executed with the conventionally available raw materials. The Client must state special requirements such as the light stability of the ink, suitability for use with food products, etc. at the time of submitting the quotation. If these details are notified only later, this may give ground to a price revision. No guarantee is provided for the complete matching of the colours to be reproduced and the complete fastness of the inks and of the inking and of the colour registration. The Client expressly accepts abnormalities specific to the nature of the work to be performed.

## COMPLAINTS AND LIABILITY

**Clause 18** - On pain of the forfeiture of rights, the Client must send all complaints or protests to the supplier by registered letter within 8 days of receiving the first delivery of goods. If the Client refuses to accept delivery of the goods, the period of 8 days shall commence from the date of the invitation to accept delivery of the goods. Failing this, the said period shall commence from the invoice date. If the supplier receives no complaint within the said period of 8 days, this shall mean that the Client has fully accepted all the goods. If the Client uses a part of the goods or sends the same by mail to third parties or to a distribution company for distribution, this shall mean that the Client has accepted the entire print run. Defects in a part of the goods shall not give the Client the right to reject the entire order. The supplier shall not be liable for indirect damage, for example, loss of profit, caused to the Client.

## RISK RELATING TO CLIENT'S MATERIALS

**Clause 19** - The delivery shall be made at the supplier's premises. The Client shall bear the packaging and transportation expenses. The Client shall bear the risk on the goods during transport.

**Clause 20** - All goods (paper, film, information carriers, etc.) entrusted by the Client to the supplier and that are present in the supplier's premises shall remain at the Client's risk and expense, and the Client expressly indemnifies the supplier against any responsibility of any kind whatsoever, among other things, in case of damage or loss, in whole or in part, for any reason whatsoever, except in cases of wilful misconduct, gross negligence on the part of the supplier, its employees or subcontractors, or in cases where such custody is one of the principal obligations under the agreement. The same applies to the goods intended for the Client. The storage costs shall be charged from the date notified to the Client. If payment is not made on the agreed date, such goods shall be treated as security and pledge for the amounts payable and may be retained as such.

## PAYMENT - JURISDICTION

**Clause 21** - A request can be made for an advance payment of 1/3<sup>rd</sup> of the amount along with the order, and a similar advance after receiving the 'print-ready format', and the balance at the time of delivery. Bills of exchange, cheques, payment warrants or receipts will not give rise to either novation or deviation. From the due date, all unpaid invoices shall be subject, by operation of law and without the need to issue a notice of default, to the payment of interest equal to the reference interest rate of the European Central Bank, plus seven percentage points, rounded off to the higher half-percentage point. If the principal amount and interest on the invoice are not paid within 14 days of sending a formal notice by registered letter, additional damage compensation, conventionally set at 15% of the amount payable on the due date, subject to a minimum of € 50, shall be added to the debt. In addition, the supplier shall have the right to demand immediate payment of all other invoices not yet due and all amounts for which the

supplier has allowed postponement of payment to the Client. The supplier shall also have the right to suspend execution of existing contracts until the Client has paid the advances described in this Clause.

**Clause 22** - In case of delivery on call, the amount for the total order shall be invoiced at the time of the first delivery.

**Clause 23** - If at the Client's request, the order is cancelled or the execution of the same is temporarily suspended, the invoicing shall be done at the stage of execution of the order at that time (labour costs, raw materials, subcontracting, etc.). An additional standard compensation of 10% shall be added to this amount.

**Clause 24** - The Client shall only become the owner of the purchased goods after the amounts payable are paid in full. The risks to which the goods may be exposed shall be borne by the Client as soon as they are placed at the Client's disposal.

**Clause 25** - All prices are exclusive of VAT and publicity taxes on printed matter.

**Clause 26** – All disputes shall be subject to the jurisdiction of the courts of Antwerp.

### **INSTALLATION CONDITIONS**

**Clause 27** - Our offer does not cover any work other than that mentioned above. Such extra work may be carried out, with a separate invoice being raised for the same, and for the materials consumed.

**Clause 28** - Responsibility: The placement of advertising billboards with or without authorisation shall be done subject to the sole responsibility and risk of the Client.

**Clause 29** - Storm damage: Print and Display cannot be held liable for damages caused directly or indirectly by storms. For these purposes, the term 'storm' shall mean wind speeds above 75km/hr.

**Clause 30** - Installation conditions for banners and billboards:

- The base surface should be free of stones and other obstacles.
- The locations should be fully cleared for the installation.
- The exact positions of the utility connections should be confirmed by the Client in advance.
- The installation points should always be easily accessible by hydraulic platforms.
- The Client should examine the sturdiness of the walls in advance.
- The correct structure of the wall sidings should be measured so that the suitable supports and fasteners can be determined.

**Clause 31** - We can make arrangements for permits if any, and for the conduct of the aforesaid surveys at the installation site.