

Article 1: Definitions

The terms used in these general terms and conditions are defined as follows:

- A – Client: the natural or legal person who has commissioned the supplier to deliver or lease out products or to manufacture goods or to carry out work;
- B - Supplier: the natural or legal person who has accepted the order as provided for under 1A or has given a quotation or made an offer in respect of a possible order beforehand;
- C – Information carriers : magnetic tapes and discs, optical discs and all other resources designated, with the aid of equipment, to record, edit, forward or copy or place in the public domain texts, images or other data, in the broadest sense of the term.

Article 2: General

1. These terms and conditions of sale, lease, delivery and payment are applicable to the formulation and content of and compliance with all contracts entered into between the client and the supplier.
2. The client's general (purchase) conditions shall only be applicable if it is expressly agreed in writing that they are applicable to the contract between the parties to the exclusion of these terms and conditions
3. By placing orders with the supplier and/or entering into contracts with the supplier, the client shall be deemed to have accepted these general terms and conditions and the client shall be bound to the provisions of these general terms and conditions.
4. The possible invalidity or nullity of (part of) the contract and/or these conditions shall not affect the validity of the remaining part of the contract and/or these general terms and conditions. The parties to this contract agree that the invalid or nullified part of the contract shall in that case be replaced in a legally permissible manner with provisions that are as close as possible to what would have been agreed between the parties had they been aware of the invalidity or nullity of the provisions.
5. In the event of the supplier not requiring strict compliance with these conditions in certain cases, that shall not imply that these conditions are not applicable or that the supplier no longer has the right to require strict compliance with these conditions in future, whether or not similar, cases.

Article 3: Quotations, offers

1. Merely issuing a price indication, estimate, preliminary calculation or similar notification, whether or not designated as a quotation, shall not oblige the supplier to enter into a contract with the client.
2. The supplier's offers shall at all times be subject to contract, can only be accepted without deviations and have an acceptance period of 1 month unless expressly otherwise agreed.
3. Any additional agreements or amendments made at a later date shall only be binding to the supplier if the supplier has confirmed them in writing.
4. For transactions for which no quotation or order confirmation is sent owing to their nature and scope, the invoice shall be deemed to accurately and completely represent the contract, notwithstanding complaints made by the client within 8 working days.
5. All contracts shall be entered into by the supplier subject to the resolutive condition that the client, exclusively in the judgement of the supplier, proves to be sufficiently credit-worthy for the financial compliance with the contract.
6. The Supplier shall at all times be entitled to require the client to remit full or partial payment before performing or continuing to perform the service.

Article 4: Cancellation

1. The client shall be entitled to cancel a contract before the supplier has commenced its implementation provided that he compensates the supplier for any losses suffered as a result of the cancellation. Said losses shall include the losses suffered by the supplier and loss of income and in all cases the costs that the supplier has already incurred for preparations, including those of reserved production capacity, purchased materials, services and storage.

Article 5: Price

1. All prices stipulated are exclusive of turnover tax and other governmental levies.
2. The price indicated by the supplier for his services shall apply exclusively to the services in accordance with the agreed specifications.

Article 6: Price adjustments

1. The supplier is entitled to increase the agreed price if one or more of the following circumstances arise after the contract is entered into: an increase in the costs of materials, semi-manufactures or services that are required for the implementation of the contract, an increase in shipping costs, of wages, of employers' social security contributions, of the costs involved in other employment conditions, the introduction of new and increases to existing governmental levies on raw materials, energy and remnant subsidies, a substantial change to the current ratios or, in a general sense, circumstances comparable with those described above.
2. Exceptionally laborious text, unclear copy, unclear sketches, drawings or models, unsound information carriers, unsound computer software or databases, unsound delivery method for the supply of materials or products by the client and all similar deliveries by the client, which cause the supplier more work or costs than could reasonably have been expected when the contract was entered into, shall form grounds for increasing the agreed price. Exceptional or reasonably unforeseeable processing difficulties arising from the nature of the materials and products being processed shall also form grounds for increasing the agreed price.
3. The supplier shall be entitled to increase the agreed price or obliged to reduce the price if the client makes amendments to the originally agreed specifications. The supplier shall cooperate with those amendments within the constraints of what is reasonable provided that the content of the work to be done is not essentially different from that which was originally agreed.

Article 7: Payment term

1. Unless otherwise agreed, the client shall be required to pay the price and the other payable amounts pursuant to the contract within 30 days of the invoice date, without invoking any discount, adjustment or suspension. Payment shall be made cash on delivery if the client is a natural person who is not acting in the pursuit of a profession or business. In the event of payment not being received on time as provided for above, the client shall be held in default without notice of default by the supplier being required.
2. In the case of agreed batch deliveries, the supplier shall be entitled, after delivering the first batch, to require in addition to the payment of that batch payment for the costs incurred for the entire delivery, such as costs of typesetting, lithos and proofs.
3. The client shall be obliged at all times and irrespective of the agreed payment conditions, upon the supplier's first request, to furnish surety for payment of the amounts payable to the supplier by virtue of the contract. The offered surety shall be of such a nature that the claim and any payable interest over the claim is entirely covered and that the supplier is able to invoke it without difficulty. In the event of the surety becoming insufficient, the surety shall be increased to an amount that is sufficient upon the supplier's first request.
4. In the event of the client failing to remit payment on time as provided for in paragraph 1 of this article, he shall be obliged to pay statutory interest over the amount that is not paid on time from the invoice date onwards. The supplier shall be authorized to charge a twelfth of that interest over each month or part of a month in which the client fails to meet his payment obligation in full.
5. In the event of late payment as provided for in paragraph 1 of this article, the client shall be obliged – in addition to the payable amount and the interest payable over that amount – to pay full compensation for both extrajudicial and judicial collection costs, including the costs of lawyers, bailiffs and debt collection agencies. The extrajudicial costs shall be set at a minimum of 15% of the principal amount with interest with a minimum of € 100.00.

Article 8: Delivery method, retention of title

1. Unless agreement is made to the contrary, deliveries shall be made to the place where the supplier runs his business.
2. The supplier is not obliged to deliver the manufactured goods in batches.
3. The client is obliged to cooperate in full with the delivery of the goods by the supplier by virtue of the contract. The client shall also be held in default without any notice of default being required if he fails to collect the goods upon the first request of the supplier or, if delivery to his address is agreed, refuses to take receipt of the goods being delivered.
4. All deliveries of goods by the supplier to the client shall take place under retention of title until the client has met all of his contractual obligations, including interest

and costs. In the event of the supplier wishing to exercise his property rights as provided for in this article, the client hereby gives unconditional and irrevocable permission, now for then, for the supplier or third-parties engaged by the supplier to enter the places where the property of the supplier is located and to repossess those goods.

5. If transportation of the deliverable goods has been agreed, that shall be done at the client's expense unless delivery carriage paid has been agreed. The client shall at all times bear the risk during transportation. 'Transportation' is further defined as the transmission of data by means of the telephone network and all comparable transmission by means of any technical device. The transport company's acceptance of goods of the supplier constitutes proof that they were in outwardly good condition, unless the contrary is stipulated in the waybill or receipt.
6. The supplier shall not be responsible for the storage of the goods being delivered unless this has been expressly agreed. If the goods are stored, that shall be done at the expense and risk of the client.

Article 9: Time of delivery

1. In the absence of written notification to the effect that the time of delivery is a strict deadline, the time of delivery given by the supplier shall be no more than indicative. Also in the case of a strict deadline, the supplier cannot be held in default until the client has furnished him with written notice of default.
2. The supplier's obligation to meet an agreed strict deadline shall be null and void if the client wishes to have changes made to the specifications of the work or fails to provide items that are required in good time.
3. While the order is being implemented by the supplier, the client shall be obliged to do all that which can be reasonably regarded as necessary or desirable to facilitate the ability of the supplier to deliver on time, in particular by answering the supplier's questions without delay and preventing defective deliveries.
4. In the event of the client's non-compliance with the provisions of the previous paragraph of this article and paragraph 3 of article 7, an agreed strict deadline for delivery shall no longer be binding and the client shall be held in default without written notice of default from the supplier being required. In that case, without prejudice to his statutory rights, the supplier shall be authorized to suspend compliance with the contract until the client has met his obligations. The supplier shall then continue to implement the contract within a reasonable period of time.

Article 10: Delivery inspection

1. The client is obliged to ascertain within a reasonable period of time following delivery whether the supplier has correctly met his contractual obligations and is also obliged to inform the supplier without delay should that prove not to be the case. The client shall perform the inspection and inform the supplier of his findings in writing 8 working days following delivery at the latest.
2. The supplier shall at all times be entitled to replace defective goods with new, sound goods unless the defect is irreparable.
3. The contract shall be deemed to have been complied with by the parties if the client fails to perform the inspection or make the notification provided for in paragraph 1 of this article in good time.
4. If, in view of the standards of what can be considered fair and equitable, the period of 8 working days provided for in the first paragraph of this article can be considered unacceptably short, also for a careful and alert client, that period shall be extended until the first time at which the inspection or the notification by the supplier to the client can reasonably be deemed possible.
5. The goods or services of the supplier shall in all cases be deemed to be sound if the client has taken the delivered goods or some of the delivered goods into use, treated or processed them, delivered them to third-parties or had them taken into use by others, had them treated or processed or delivered to third-parties by others, unless the client has complied with the provisions of the first paragraph of this article.

Article 11: Content of and amendment to the contract

The client shall bear the risk concerning misunderstandings in respect of the content and implementation of the contract if they can be attributed to the supplier's not receiving specifications or other notifications made verbally by a person authorized to make them by the client or not receiving them correctly, on time or completely or which have been transmitted by means of any technical device

such as the telephone, the fax machine or a similar means of transmission.

Article 12: Typesetting, printing or other proofs

1. The client shall be obliged to carefully inspect the typesetting, printing or other proofs received from the supplier, whether or not on his own request, for errors or defects and to return them within a reasonable period of time, corrected or approved, to the supplier.
2. The client's approval of the proofs shall constitute confirmation that the supplier has correctly carried out the work preceding the proofs.
3. The supplier cannot be held liable for deviations, errors and defects that were not noticed in the proofs approved or corrected by the client.
4. All proofs made on the request of the client shall be charged for in addition to the agreed price unless it has been explicitly agreed that the costs of those proofs are included in the price.

Article 13. Deviations

1. Deviations between the work delivered on the one hand and the original design, drawing, copy or model or the typesetting, printing or other proof on the other cannot constitute a reason for rejection, discount, dissolution of the contract or compensation for damages if they are of minor significance.
2. In order to judge the question of whether deviations should be regarded as minor in the context of the work as a whole, a representative sample shall be taken from the work to be considered, unless individual items are concerned.
3. Deviations which, in view of all circumstances, can reasonably be deemed not to have any or only a secondary effect on the usage value of the work, shall at all times be deemed to be deviations of minor significance.
4. Additional or reduced deliveries in respect of the agreed number shall be permitted if they do not amount to more or less than 10%. The additional or reduced number delivered shall be charged for or adjusted as the case may be.

Article 14: Copyrights, etc.

1. The client guarantees to the supplier that by complying with the contract and in particular by reproducing or placing items received from the client in the public domain no infringements are made on the rights that can be invoked by third-parties by virtue of the Dutch Copyright Act of 1912 or other national, supra-national or international legislation in the area of copyrights or industrial property rights, or rights in relation to the unlawful act. The client indemnifies the supplier both judicially and extrajudicially against all claims that can be invoked by third-parties by virtue of the aforementioned legislation or regulations.
2. In the event of there being or remaining doubts about the accuracy of the rights claimed by third parties as provided for in article 1 of this article, the supplier shall be authorized but not obliged to suspend compliance with the contract until the time a final and conclusive legal ruling is pronounced to the effect that the supplier has not infringed those rights by complying with the contract. The supplier shall then continue to implement the contract within a reasonable period of time.
3. Unless expressly otherwise agreed in writing, the supplier shall at all times remain the holder of any copyright that can be filed on any works that he has made in compliance with the contract, also if the work in question is stipulated as a separate item in the quotation or in the invoice.
4. The goods being delivered or delivered by the supplier in keeping with his design may not, without his written permission, be reproduced in the context of any production process, even if and insofar as the design is not subject to any copyright or other statutory protection for the supplier.
5. Following delivery by the supplier, the client shall receive the non-exclusive right to use the works made by the supplier within the scope of the contract as provided for in the Copyright Act of 1912 or works provided for in paragraph 4 of this article. The aforementioned usage right shall be restricted to the right of normal usage of the delivered goods and shall not in particular include their usage for reproduction of these goods within the scope of any production process.

Article 15: Ownership of means of production, etc.

1. All goods such as means of production, semifinished products and resources made by the supplier, in particular type, design drawings, models, working and detailed drawings, information carriers, computer programs, databases, photographs, lithographs, plates, films, micro and macro collages, printing plates, silk-screen printing forms, punching blades and punching forms and peripheral equipment, shall remain the property of the supplier, even if stipulated as a separate item in the quotation, in the offer or in the invoice.

2. The supplier is not obliged to issue the goods provided for in paragraph 1 of this article to the client.
3. The supplier is not obliged to store the goods provided for in the first paragraph of this article for the client. If the supplier and the client agree that these goods will be stored by the supplier, that shall be done for the duration of a maximum of one year and without the supplier guaranteeing their suitability for repeat usage.

Article 16: Property of the client, right of pledge

1. The supplier shall keep goods entrusted to him by the client in the context of compliance with the contract with due care.
2. Notwithstanding the provisions of the previous paragraph of this article, the client shall bear all risks concerning the goods provided for in paragraph 1 while they are being kept. The client should if required take out insurance for this risk.
3. The client shall be obliged to ensure that a duplicate is made of copy, drawings, designs, photographs or information carriers before they are issued to the supplier. The client should keep those duplicates in case the issued goods are lost or rendered unusable owing to damage during the time at which they are kept by the supplier. In that case the client shall issue the supplier with a new copy upon request in return for payment of the material expenses.
4. The client grants the supplier a right of pledge on all goods that are placed at the disposal of the supplier within the context of compliance with the contract, this being by way of additional security for all that which is owed by the client in any capacity and under any title whatsoever, including debts that are not due and payable and conditional debts.

Article 17: Materials and products supplied by the client.

1. If the client has agreed with the supplier that the client shall supply materials or products for printing or for processing, he shall provide those supplies in a manner that can be regarded as timely and sound for the purposes of normal planned production. The client shall ask the supplier for instructions in this regard.
2. The client shall be obliged, in addition to the materials or products that are needed for the agreed goods or services, to provide a reasonable number for proofs, trial runs, etc. for the treatment in question. The client shall ask the supplier for a specification in this regard. The client guarantees that the supplier shall receive an adequate quantity. The supplier's confirmation of receipt of the materials or the products does not constitute confirmation that an adequate quantity or the quantity stipulated in the transport documents has been received.
3. The supplier is not obliged to verify the suitability of the goods for printing or processing prior to carrying out the work.
4. The supplier cannot be held liable for failing to meet his contractual obligations if the cause can be attributed to extraordinary or processing difficulties that the supplier could not reasonably have been expected to foresee that arise from the nature of the materials or products supplied by the client or which can be attributed to differences between the sample originally shown to the supplier and the materials or products later supplied by the client for the end products.
5. The supplier does not guarantee properties such as durability, adhesion, gloss, color, light or color fastness or wear resistance if the client does not provide a statement, at the time of entering into the contract at the latest, of the properties and the nature of the materials or products that he has supplied and has not provided sound information about the preliminary processing and the surface treatments that have been applied.
6. Unless express agreement has been made to the contrary, the supplier cannot be held liable for the coming loose, adhesion, staining, changing of gloss or color, or for damage to the goods he has received from the client and materials and products for printing or treating if they have undergone a preliminary treatment such as the application of paint, varnish or anti-staining powder.
7. The client shall be obliged to inform the supplier of particular difficulties or health risks during the printing or processing of the materials and products that he has supplied.
8. The supplier reserves the right to keep remnants such as cutting waste etc. from the materials and products supplied by the client as if they were his own property. The client shall be obliged upon the supplier's request to collect the unused materials and products as well as the aforementioned remnants from the supplier.

Article 18. Force majeure

1. Shortcomings on the part of the supplier in compliance with the contract cannot be attributed to him if he cannot

be held to blame for them and if they are not for his account by virtue of the law, the contract or generally accepted views.

2. Shortcomings on the part of the supplier in his compliance with the contract as a result of war, mobilization, riots, flood, closed shipping, other transport obstructions, stagnation in or limitation of or discontinuation of the supplies by public utilities companies, a lack of coal, gas, mineral oil products or other means of generating power, fire, machinery defects and other accidents, strikes, lock-outs, union action, export restrictions, lock downs, other governmental measures, non-delivery of necessary materials and semi-manufactures by third-parties, deliberate act or omission or gross negligence on the part of assistants and other similar circumstances shall be deemed to be shortcomings that cannot be attributed to the supplier and shall not entitle the client to dissolve the contract or to compensation for damages.

Article 19. Liability

1. The liability of the supplier by virtue of the contract with the client shall be limited to an amount that is proportional to the agreed price by the standards of fairness and equity.
2. The supplier cannot be held liable for losses of any nature whatsoever that are caused by or after the client taking into use, treating or processing the manufactured goods, or delivering them to third parties or having them taken into use, having them treated or processed or having them delivered to third-parties.
3. In the event of the supplier being liable for direct losses, that liability shall be limited to a maximum of the sum of the amount paid out by the supplier's insurer. The supplier cannot under any circumstances be held liable for indirect losses, such as consequential losses, loss of income, missed savings, losses caused by business stagnation and reduced goodwill in the company or the profession of the client.
4. Neither can the supplier be held liable for damage to the materials or products that he has received from the client for printing, treating or processing by the supplier if the client does not provide a statement, at the time of entering into the contract at the latest, of the properties and the nature of the materials or products that he has supplied and has not provided sound information about the preliminary processing and the surface treatments that have been applied.
5. In the event of the supplier being held liable by a third-party for any loss for which he is not liable by virtue of the contract with the client and/or these terms and conditions of delivery, the client shall fully indemnify him in that regard and shall compensate the supplier for all that which he is required to pay to that third-party.