

## TERMS AND CONDITIONS NADRUKKELIJK BV!

### Article 1: Validity of these Terms and Conditions

1-1 These Terms and Conditions are applicable to all contracts and agreements made by Nadrukkelijk! B.V., established in the Netherlands, Drenthe, Assen, hereinafter called: Nadrukkelijk!. Furthermore, these terms and conditions are also applicable to all quotations and order confirmations made by Nadrukkelijk! insofar concerned parties have not explicitly abstained from the general terms and conditions in writing.

1-2 These general Terms and Conditions shall furthermore also apply to agreements between Nadrukkelijk! and third parties where such third parties are of necessary involvement in due process.

1-3 In the case of any discordance between these Terms and Conditions and those endorsed by the Client, the Terms and Conditions of Nadrukkelijk! will prevail. The Terms and Conditions endorsed by the Client are explicitly excluded.

1-4 If and in so far as any part of provision of these Terms and Conditions becomes void or unenforceable, the remaining provisions of the Terms and Conditions shall continue in full force and effect. If and in so far this happens both parties will consult to agree on a new provision to replace the void provision, whose purpose and purport should be approximated as much as possible.

1-5 In case the Terms and Conditions are applicable to an agreement or contract between Nadrukkelijk! and Client, Client agrees that these Terms and Conditions will be applicable to any subsequent agreements and contracts, unless explicitly agreed otherwise in writing.

### Article 2: Terms and Conditions endorsed by Client(s) or Third Parties.

2-1 Nadrukkelijk! will only accept the applicability or any Terms and Conditions invoked by contractual parties and/or Third Parties if it confirms this is explicitly and in writing.

2-2 The Terms and Conditions will only be accepted under the conditions referred to above and will apply only to the transaction for which they are intended. Subsequent transactions will not automatically be dealt with according to the same general terms and conditions or conditions of purchase.

### Article 3: Offers

3-1 All quotes, offers and price specifications made by Nadrukkelijk! are without commitment and valid for 30 days, unless explicitly stated otherwise. Provided that a contract or agreement has not been reached within 30 days of the quote, offer or price specification, Nadrukkelijk! will be entitled to retract or alter the offered prices and conditions.

3-2 The dispatch of the quotes, offers, price specifications and/or any other documentation does not obligate Nadrukkelijk! to accept an order.

3-3 Deviations from and additions to these Terms and Conditions shall only be valid if they have been expressly agreed in writing and are only valid for the applicable agreement. Such deviations from and additions to the Terms and Conditions are not applicable to any other agreements or contracts.

### Article 4: Agreement

4-1 The agreement to buying or selling materials and/or to perform work shall only become binding on written confirmations by Nadrukkelijk!

4-2 Each contract that is entered into with Nadrukkelijk! contains the resolutely or contingent condition – to Nadrukkelijk!'s discretion- that sufficient creditworthiness of the Other Party is evidenced to Nadrukkelijk!, such exclusively to be assessed by Nadrukkelijk! and giving Nadrukkelijk! the right to refuse an order by the Other Party for this reason.

### Article 5: Intellectual property

5-1 The intellectual property rights on all of the designs, images, drawings, sketches and models provided by Nadrukkelijk! are reserved by Nadrukkelijk! These properties remain Nadrukkelijk!'s inalienable property and may not be used, photocopied, duplicated, published, made available to Third Parties or be used in any other way, without Nadrukkelijk!'s prior written consent.

5-2 The afore mentioned designs, images, drawings, sketches and models remain the inalienable property of Nadrukkelijk! and are to be returned without undue delay upon Nadrukkelijk!'s request.

5-3 For each operation in violation of this provision, Client will receive a fixed penalty of € 10.000, - without prejudice to the right of Nadrukkelijk! to claim full compensation.

5-4 By giving an order to publish or

reproduce objects provided by or on behalf of Client but protected by the "Auteurswet" (Dutch Copyright Act) or any other legal regulations with respect to intellectual property rights, Client declares that such is not a violation of legal provisions and an infringement on protected rights of third parties, and Client indemnifies Nadrukkelijk! against any claims of third parties or with respect to any direct and indirect consequences, both financial and otherwise, resulting from publication or reproduction.

### Article 6: Arrangements

Arrangements with subordinate staff members or representatives of Nadrukkelijk! or any other (intermediary) persons shall not be binding upon Nadrukkelijk! unless such arrangements have been explicitly confirmed in writing by Nadrukkelijk! All employees, who do not hold power of procuration are considered to be subordinate staff members in this regard.

### Article 7: Deposit

When entering into an agreement, Nadrukkelijk! shall be entitled to require a deposit of no less than 25%, in default of payment of which no agreement will be effected. If, owing to an imputable failure by Nadrukkelijk!, the agreement is terminated, Client is entitled to the right of repayment of the deposit, at least including the statutory interest, in addition to compensation as will be further expanded upon in these Terms and Conditions.

### Article 8: Prices

8-1 All prices stated shall be exclusive of Value Added Tax (VAT) and any other levies imposed by the government.

8-2 Quoted prices shall apply only to services and products conforming to agreed specifications.

8-3 In the event of composite offers the supplier shall not be obliged to supply part of the total prestation at the amount stated in respect of this part in the offer or at a proportionate part of the price stated for the total prestation.

8-4 If no price has been agreed upon between the parties but if the parties entered into one or several contracts

to an identical or virtually identical effect during the year preceding the contract, the price shall be calculated on the basis of the production methods and calculation rates used for the former contracts.

8-5 If, other than in those cases in which the stipulations of the previous article are applicable, no price has been agreed upon between the parties, or if only a price by way of estimate was given or if the agreed price may be changed in pursuance of these general Terms and Conditions, the price or the change in the price shall be determined at an amount which is considered to be a fair price in the printing trade.

#### **Article 9: Price changes**

9-1 Nadrukkelijk! shall be entitled to increase the agreed prices should one or several of the following circumstances occur after the conclusion of the contract: rise in the costs of materials, semi-finished products or services required for executing the contract, rise in the cost of forwarding, wages, employers' contributions to social insurances, or costs of other employment conditions, the introduction of new and the increase in existing government levies on raw materials, energy or residues, substantial changes in currency rates or, generally speaking, other circumstances that are comparable with the above.

9-2 Extra laborious texts, unclear text copies, indistinct pictures, drawings or models, faulty data carriers, faulty computer software or data files, faulty method of delivery of materials or products to be supplied by the principal and all similar deliveries by the principal entailing more work or costs for the supplier than could reasonably have been expected at the time of entering into the contract shall constitute grounds for increasing the agreed price. Processing Difficulties that could not have reasonably been foreseen by us, arising from the nature of the materials and products also constitute grounds for increasing the agreed price.

9-3 Nadrukkelijk! shall be entitled to increase and decrease the agreed prices when the Client applies changes to the original specifications, this includes among others author proof corrections and changed instructions after receiving drawings, models, typesetting, printing or other proofs. Nadrukkelijk! Will cooperate in these changes within reasonable limits, in case the content of the by them to be performed works doesn't

substantially deviates from the originally agreed upon performance.

#### **Article 10: Obligations of the Client**

10-1 The Client must do any and all things that are reasonably necessary or required to enable Nadrukkelijk! to deliver punctually and properly, in particular by supplying (or causing the supply of) complete, sound and clear data or materials in a timely manner.

10-2 When the Client does not cooperate, Client will be held in default without a written notice of default being required. In these cases Nadrukkelijk! is entitled to suspend the performance of the contract.

#### **Article 11: Quality**

Nadrukkelijk! will supply standard trading quality, unless the parties had explicitly agreed on a special quality.

#### **Article 12: Quantity**

12-1 Nadrukkelijk! retains the right to deliver the quantity ordered for 10% more or less, on the understanding that the Client is obliged to accept and pay for 10 % more or less.

12-2 Nadrukkelijk! retains the right to perform an agreement by means of partial deliveries.

#### **Article 13: Delivery and/or completion periods**

13-1 The terms of delivery stated by Nadrukkelijk! have been established based on the expectation that there will be no obstacles for Nadrukkelijk! which may render (timely) delivery impossible.

13-2 The terms of delivery stated shall enter into force after the receipt of any possibly agreed upon advance payments and all the information, documentations, any materials and suchlike is provided by the Client.

13-3 If the goods are not collected by the Client after the delivery time has expired, they are stored at his disposal, at the expense and risk of the Client.

13-4 In the event of late or incomplete supply of the materials and/or documents by Client or Supplier, or in the event that Client wishes to change the specifications of the work, delivery periods are not binding.

#### **Article 14: Partial Delivery**

Each partial delivery, including the delivery of goods of a composite order, may be invoiced, in which case payment is to be made in accordance with the provisions of article 28: Payment.

#### **Article 15: Packaging**

Should it - in the opinion of

Nadrukkelijk! - prove to be necessary, the other party shall be charged for packaging at cost price and the packaging shall not be taken back.

#### **Article 16: Setting, printing or other proofs**

16-1 Whether or not on request, the Client is obliged to carefully inspect the setting, printing or other proofs that he receives from Nadrukkelijk! for errors and faults and to return these to Nadrukkelijk! corrected or approved with due haste.

16-2 Approval by the Client comprises acknowledgement that Nadrukkelijk! performed the work preceding and related to the proofs in accordance with the Assignment.

16-3 Every proof which is made at request of the Client will be charged for separate to the agreed contract price unless specifically agreed otherwise.

#### **Article 17: Cancellation**

17-1 In the event that the Client cancels the order and or refuses to take receipt of the goods, Client will be obligated to accept and pay for the already acquired materials and raw materials irrespective of whether they have been treated or processed, at cost price including all wages and social costs, furthermore Client will be obliged to pay in full for the work already performed with respect to that order. Client is also liable to pay compensation to Nadrukkelijk in the form of a sum of 1/3 of the agreed price. Client is obliged to indemnify Nadrukkelijk! at all times against claims by third parties resulting from cancellation of the assignment or refusal of the goods.

#### **Article 18: Modification of the Order**

18-1 Any changes to the original order of any nature whatsoever made by or on behalf of the Client in writing or verbally that result in higher costs than the costs that could be estimated at the time the quotation was submitted will be charged to the Client.

18-2 After having given an order, the Client must notify Nadrukkelijk! in a timely fashion and in writing of any changes he may require in the fulfillment of that order. If these changes are communicated in person or by telephone, the risk of the implementation of the changes shall be for the Client.

18-3 Amendments or additions to the

order could lead to the agreed delivery or completion time being exceeded by the Nadrukkelijk! in circumstances beyond his responsibility, which Client shall accept.

#### **Article 19 Contract variations**

19-1 The work comprises only that which has been agreed between parties in writing.

19-2 The Client is entitled before or during performance of the work to notify Nadrukkelijk! of any changes. Only additional work that as such and in writing has been assigned, shall be eligible for execution and setoff. The lack of a written order does not affect Client's claim on the performance, respectively does not affect Nadrukkelijk's right to payment for that work, when and insofar the request for additional work can be proven by other means.

19-3 Any cost made beyond Nadrukkelijk!'s control, can be charged to Client.

#### **Article 20: Outsourcing work to Third Parties**

Nadrukkelijk! is entitled to outsource the assignment to a third party, to be designated by Nadrukkelijk!, at any time desired.

#### **Article 21: Transportation**

The dispatch will take place in the manner indicated by Nadrukkelijk!. If the Client wishes to receive the consignment in another manner, such as, inter alia, by fast or express consignment, then the extra costs and associated risks attached thereto are on his account.

#### **Article 22: Complaints**

22-1 Client is obliged to, forthwith after the delivery (completion) of the goods or work, to inspect these for visible defects and if these are present, to inform Nadrukkelijk! in writing immediately.

22-2 If Client does not alert Nadrukkelijk! in writing within 8 days after delivery of damages or shortcomings, which could have been detected upon thorough investigation, it is assumed that the Client agrees to the state in which the goods have been supplied and all rights of recovery shall lapse.

22-3 Nadrukkelijk! should be enabled to verify any complaints submitted. In case of agreement the parties will draft a written statement which must be signed by both parties.

22-4 If the complaint, in the opinion of Nadrukkelijk! is correct, Nadrukkelijk!

will either pay a fair compensation not exceeding the invoice amount of the delivered services, or will ensure that the occurred defects will be rectified, such at the discretion of Nadrukkelijk!

#### **Article 23: Liability**

23-1 Nadrukkelijk! Is not liable for any of the costs, damages and interest which might arise as a direct or indirect consequence of:

a. Force majeure as described further in these conditions

b. Acts or negligence of the Client, its employees or, as the case may be, persons who have been put to work by or on behalf of it;

c. Any errors and/or defects in a design that were not discovered by the Client at the time of approval of the relevant design.

23-2 Nadrukkelijk! will in principle not be obliged to compensate trading loss and/or resulting damage of a Client, depending on the nature of the fault.

23-3: Nadrukkelijk! is not liable for missing information and data like purchasing and/or order numbers or any references relating to payment(s).

23-4 If the assignment is awarded by any natural person on behalf of any legal entity, such natural person, if he can be regarded as a (co)policy-maker of such legal entity, shall also be Client. In the event of non-payment by the legal entity, such natural person shall therefore be personally liable for payment of the bill, irrespective of whether such bill is made out in the name of any legal entity, whether or not at the Client's request, or in the name of the Client as a natural person.

#### **Article 24: Force majeure**

24-1 Extraordinary circumstances, such as, inter alia, storm damage and other natural disasters, hindrances by third parties, hindrances to transport in general, total or partial industrial actions, riot, war, or threat of war nationally as well as in the country of origin of the goods, lockouts, loss or damage of goods during transport to Nadrukkelijk! or Client, failed or untimely delivery of goods by suppliers used by Nadrukkelijk!, export and import prohibitions, total or partial mobilization, restrictive measures from any authority, fire breakdowns and accidents in the company or in the means of transport used by Nadrukkelijk!, or as the case may be in the means of transport used by third

parties, the impositions of duties or other governmental measures that bring a change to the factual circumstances, shall constitute force majeure, which will exempt Nadrukkelijk! of her obligation to deliver and/or perform, without Client being entitled to any compensation of whatever nature by whatever name.

24-2 In cases of this kind Nadrukkelijk! shall be entitled, at its sole discretion, to dissolve the contract, or to suspend or change the performance, until the exceptional circumstances have ceased to exist, in which the Client is obliged to pay any performances supplied.

#### **Article 25: Warranty**

For goods purchased and delivered with manufacturer's guarantee, respectively importer's guarantee or wholesale trade guarantee, the guarantee provisions stipulated by these suppliers solely apply.

#### **Article 26: Retention of title.**

26-1 As long as Nadrukkelijk! has not received payment in full with regard to an agreement of parties concerning the carrying out of work or the purchase/sale (including possible damages, costs and interests), the delivered goods will remain the property of Nadrukkelijk!.

26-2 Nadrukkelijk! is entitled to claim back these goods and repossess them when the negligent Client files for bankruptcy or is declared bankrupt, requests or is granted a suspension of payments, the statutory debt rescheduling rules (WSNP) are declared applicable to him or when there is a seizure of the total property and/or assets of the other Party or a part thereof.

26-3 Client is not permitted to undertake any acts of disposition in respect of products which are sold and supplied by Nadrukkelijk!, as long as the customer fails to comply with its payment obligation

#### **Article 27: Non-performance and dissolution**

27-1 If the Client commits a breach of contract in whatsoever manner, he will be forthwith in default thereof without the requirement of any notice of default. Without prejudice to the provisions of the Civil Code, Nadrukkelijk! will in the event of breach of contract have the right to suspend his obligations that it must execute resulting from the agreement, or deem the agreement to be terminated wholly or in part, without

judicial intervention, all this at its discretion.

27-2 Parties will be entitled to terminate the contract by registered letter, ipso jure and with immediate effect when:

a. When the other party fails to perform one or more of his obligations ensuing from the Agreement, after the other party has been granted a reasonable period in which to fulfill his obligations. Nadrukkelijk! will also have the choice to suspend execution of the agreement when Client fails to perform one or more of his obligations, at Nadrukkelijk!'s choice.

b. When the other party files for bankruptcy or is declared bankrupt, requests or is granted a suspension of payments, the statutory debt rescheduling rules (WSNP) are declared applicable to him or when there is a seizure of the total property and/or assets of the other Party or a part thereof.

c. The other party dies, is placed under a guardianship or is liquidated.

d. The other party discontinues or transfers her company or when the other party is planning on leaving the Netherlands.

27-3 If Nadrukkelijk! has called upon clause 2 of this article he is entitled to claim any amount liable by Client, on basis of services rendered by Nadrukkelijk!, without any warning or notice of default necessary. This all applies notwithstanding Nadrukkelijk!'s right to compensation for damage, costs interests.

#### **Article 28: Payment**

28-1 Unless otherwise agreed, Client shall pay the price and the remaining amounts due pursuant to the contract within 30 days from the invoice date, without being able to invoke any discount, compensation or suspension. Payment has to take place in cash, however, if Client is a natural person who is not acting in the exercise of a

profession or trade In the event of late payment Client is in default without a notice of default being required by supplier. 28-2 Complaints or objections about the invoice(s), products and work done must be submitted to Nadrukkelijk! in writing within 8 days of the invoice date.

28-3 Complaints or Objections about the invoice(s) or work done do not suspend Client's payment obligation.

28-4 Nadrukkelijk! is entitled to charge Client an interest at 1.25% per month, calculated from the date of expiry, when the payment has not been made within the prescribed period.

28-5 In addition to the principal sum and interest, Nadrukkelijk! is furthermore authorized to oncharge Client for any costs, both judicial and extra-judicial caused as a result of non-payment, including the costs of legal assistance or counsel, agents, bailiffs, process servers or collection agencies.

28-6 All costs that arise by virtue of judicial or extrajudicial collection of the amount owed shall be for Client's account, including in so far as these costs shall exceed the judicial order for costs. The extrajudicial costs are set at a minimum of 15% of the amount owed, with a minimum amount of €40. Additionally, the extrajudicial costs will be increased with all costs for legal advice and assistance. 28-7

Unless otherwise agreed, Clients outside the Netherlands are billed in advance. Client shall pay the price and shipment cost due pursuant to the contract in advance according to the invoice without being able to invoke any discount, compensation or suspension. Payment has to take place in cash, however, if Client is a natural person who is not acting in the exercise of a profession or trade In the event of late payment Client is in default without a notice of default being required by supplier.

#### **Article 29: Shipping**

29-1 Regarding mail/invoices send with use of a service within the Netherlands the date of dispatch will be the one stated on the mail/invoices. Client agrees to this in advance and as a result cannot claim he did not receive the mail/invoices.

#### **Article 30: Applicable law**

All agreements and/or performances made by Nadrukkelijk! shall exclusively be subject to Dutch law. All agreements and/or actions shall be deemed to have been entered into or performed in the Netherlands. The terms of the United Nations Convention on Contracts for the International Sale of Goods (CISG) are hereby expressly excluded.

#### **Article 31: Disputes**

Any disputes which arise between the parties in connection with any agreements, including the mere claim of outstanding sums, will be adjudicated by the civil courts in the place where Nadrukkelijk! is domiciled, if it so wishes, to the extent that the civil courts are authorized to adjudicate thereon.

#### **Article 32: Amendments**

Nadrukkelijk! is entitled to amend these general terms and conditions. Such amendments will take effect at the announced time of entry into force. Nadrukkelijk! shall send the amended terms and conditions in good time to the Other Party. If no time of entry into force has been communicated, amendments in respect of the Other Party shall take effect as soon as the amendment has been communicated or becomes known to it.