

Article 1 Definitions

- 1.1 In these general terms and conditions the following terms are understood as:
 - adviser and/or supplier: Quadrand bv
 - client and/or customer: the person who has a (pre)contractual relationship with the supplier.
- 1.2 When these general terms and conditions refer to 'goods' it refers both to the products and the services supplied by the supplier, including advice and creative expressions.
- 1.3 When these general terms and conditions, or the communication between the supplier and the client, refer to an internationally defined stipulation (e.g. COD, ex works, CIF, etc.) such stipulation shall be understood in the sense of the Incoterms 2000 published by the international Chamber of Commerce.

Article 2 Scope

- 2.1 These terms and conditions apply to all the offers made by the supplier and all the agreements concluded between the supplier and the client.
- 2.2 Deviating stipulations shall only commit the supplier upon his written approval and only for the agreement to which the approval refers.
- 2.3 Reference of the client to own terms and conditions are not accepted by the supplier, unless it is—for every case separately—explicitly agreed in writing.
- 2.4 The nullity of any of the articles of these general terms and conditions, or a part of the articles, does not prejudice the validity of the other articles which will remain in full force vis-à-vis the parties.

Article 3 Offers

- 3.1 All offers, in any form whatsoever, are free of commitment for the supplier unless they specify a term for acceptance and are based on a delivery under normal circumstances and during normal working hours.
- 3.2 If a non-committal offer is accepted, the supplier has the right to recall the offer within two days after receiving the acceptance.
- 3.3 Images, catalogues, drawings and other data provided by the supplier are subject to changes without previous notice and do not bind the supplier.
- 3.4 Orders accepted by our representatives are only binding after our written order confirmation.

Article 4 Prices

- 4.1 The price or prices specified in the offer are exclusive of VAT and in euro and are based on the cost-determining factors valid at the time of the offer.
- 4.2 The supplier is entitled, at all times, to specify that certain products will only be delivered in certain minimum amounts.
- 4.3 The supplier is entitled, at all times, in case of misprints in price lists, catalogues, on the internet, as well as in quotes, to impose the correct price.

Article 5 Cancellations

- 5.1 If the client cancels the order entirely or partly, he shall be committed vis-à-vis the supplier to refund all reasonable costs incurred for this order (preparation costs, orders from third parties, storage, provision, etc.), all this without prejudice to the supplier's right to a full compensation based on loss of profit, as well as any other losses resulting from the cancellation.
- 5.2 The client owes at least a compensation of 30% of the price of the order, including VAT, with the reservation of any additional losses if it can be substantiated as indicated under 5.1. Any costs of delivery are not included in this fixed 30% compensation and will as such be additionally owed by the client.

Article 6 Delivery of printed goods

- 6.1 In the event that the supplier receives an order to deliver products especially made and/or composed for the client, he will be obliged to deliver directly reproducible good quality material.
- 6.2 The supplier shall only be obliged to provide a proof for the client's prior approval if thus agreed in writing with the client before the order was placed. In that case the supplier is committed to present a proof to the client at the latest five weeks after receiving the order and after receiving the materials to be reproduced.
- 6.3 All costs of the printed matter or costs related thereto are separately charged and are not included in the agreed prices unless explicitly agreed otherwise.

Article 7 Advice and product development

- 7.1 The adviser shall defend the client's interests to the best of his knowledge and skill and give advice if requested to do so.
- 7.2 The adviser shall treat the information made available by the client as strictly confidential, also when the business relation is terminated. The client, on the other hand, shall not disclose any of the information revealed to him about the adviser's company, his products and/or services.
- 7.3 In the event of product development, advice for promotional products to be applied, advice in relation to creative concepts, quotes for extensive products with or without printed products, national or international market research into specific products or product requests of products that have not been concretely described, the client shall—in all the cases which do not refer to the delivery of concretely described goods—pay a remuneration amounting to an hourly rate or lump sum previously agreed between the parties.

Article 8 Delivery and term of delivery

- 8.1 The specified delivery terms can never be considered as final terms, unless explicitly agreed otherwise. In the event of untimely delivery the supplier shall be served a notice of default in writing.
- 8.2 The delivery term starts at the latest of the following times:
 - A. the working day after the conclusion of the agreement,
 - B. the day after the supplier receives the documents, data, licences and similar required for the execution of the agreement,
 - C. the day when the supplier receives the amount which has to be paid up front by the client according to the agreement.
- 8.3 If the delivery is entirely or partly hindered by force majeure, the supplier will be entitled to suspend the delivery—or to dissolve the agreement entirely or partly, insofar as it has not been executed, and to demand payment for the executed parts—all this without owing any damages to the client.
- 8.4 In these general terms and conditions of sale and delivery force majeure is understood to be any circumstances beyond the supplier's will—even though it was forecast at the time when this agreement was concluded—which permanently or temporarily impedes the compliance of the agreement, as well as, and insofar as not yet included therein, war, danger of war, civil war, uprising, strike, lockout, transport problems, fire and/or serious disruptions in the supplier's or its supplier's company.
- 8.5 The supplier reserves the right, in case of products especially made and/or composed for the client, to supply and bill maximum 10% more or less than the agreed amount.
- 8.6 The partial delivery of the goods by the supplier is permitted after consultation and previous approval. In that case every shipment will be paid separately.
- 8.7 Unless otherwise agreed in writing, and without prejudice to the provisions above in relation to prices, the prices indicated by the supplier are based on delivery from the factory, warehouse or other storage area (ex works), exclusive of turnover tax and insurance.
- 8.8 Unless otherwise agreed in writing the goods will be delivered at the warehouse in which case the goods will be considered to have been delivered by the supplier and accepted by the client as soon as the goods are presented to the client and/or as soon as the goods are loaded onto the means of transportation.
- 8.9 Unless otherwise agreed in writing, the transport will take place at the risk and for account of the client, also if the hauler explicitly specified that all transport documents have to state that all the damage resulting from the transport is for account of and at the risk of the sender.
- 8.10 Unless otherwise agreed in writing the supplier chooses, to the best of his knowledge, though without being responsible for this choice, the method of transport and the means of transportation. The transport costs are for account of the client.
- 8.11 If the supplier makes samples available to the client, the client may return the samples to the supplier within fourteen days after receipt, without damaging them and in the original packaging, after which the invoice will be credited.
- 8.12 If the supplier shows or provides a model, sample or example; this will only be an indication: the features of the products to be delivered may be different from the sample, model or example. The provisions of article 8 also apply correspondingly.

Article 9 Complaints

- 9.1 Complaints about externally visible defects have to be submitted in writing within eight days after the products are supplied. If this term is exceeded the supplier will not be bound to provide any kind of compensation. The letter shall contain a detailed imitative list of the defects. The use of, even part of, the delivery, presupposes it has been approved.
- 9.2 Complaints about defects that are not externally visible have to be submitted within eight days after they are found, and at the latest three months after the delivery of the products, which also marks the expiry date.
- 9.3 Complaints about the sums on the invoices sent by the supplier shall be submitted in writing within eight days after the invoice date, which also marks the expiry date.
- 9.4 For the services, products and/or raw materials delivered by the supplier, though contracted by it from third parties, the provisions of the previous indents only apply insofar as and to the extent in which the third-party suppliers of those services, products and/or raw materials have given a guarantee to the supplier.
- 9.5 Goods acknowledged as defective by the supplier will be either replaced or credited for the amount of the purchase, excluding any other form of (additional) damages.
- 9.6 The goods may only be returned after written approval of the supplier but will always be for account and at the risk of the client and never implies any recognition of liability.

Article 10 Reservation of title

- 10.1 The supplier reserves the title of all the goods supplied by it to the client until the purchase price for these goods has been fully paid.
- 10.2 If the supplier in the context of the agreement concluded with the client is performing activities for the client to be paid by the client, the reservation of title also applies until the client has fully paid the supplier's bill.
- 10.3 The reservation of title also applies for claims the supplier may hold vis-à-vis the client due to the client's failure to comply with one or more of his obligations vis-à-vis the supplier.
- 10.4 As long as the title of the supplied goods has not been transferred to the client, the latter will not be entitled to pledge the goods or grant any rights on them to third parties other than in the context of the normal performance of his business, whereby the client is committed, in case of credit sale, to stipulate a reservation of title vis-à-vis his buyers on the basis of the provisions of this article.
- 10.5 The client shall not cede or pledge the claims vis-à-vis his buyers to third parties and also undertakes to pledge the said claims to the supplier as soon as he requests so in the manner as specified in art. 3: 239 Civil Code to provide a security of its claims of any kind vis-à-vis the client.
- 10.6 If the client fails to comply with his obligation to pay vis-à-vis the supplier or the supplier has a sound basis to suppose that he will fail to comply with this obligation, the supplier will be entitled to take back the goods delivered under this reservation of title. When the goods are taken back the client will be credited for the market value, which is under no circumstances higher than the original price minus the costs incurred for taking the goods back.

Article 11 Payment

- 11.1 Unless otherwise agreed in writing net payments to the supplier have to be made within 14 days after the invoice date. This term is to be considered final. The client's failure to accept the goods does not prejudice his obligation to pay.
- 11.2 Unless explicitly agreed otherwise all payments, no matter how they are made, of the client shall in first place be used to reduce any charges, then to reduce any accumulated interests and finally, to pay the sum total of any unpaid invoices.
- 11.3 Set-off or other forms of settlement are never allowed if not explicitly agreed in writing.
- 11.4 The supplier will be entitled at all times, before delivering, or before continuing to deliver, to request an advance payment or guarantee, which is reasonable in his opinion, to secure the client's obligation to pay, whereby the supplier is entitled to suspend the deliveries should the client not comply with this wish, also in case a fixed delivery term has been agreed, all this without prejudice to the supplier's right to claim damages due to late and/or non-execution of the agreement.
- 11.5 If the client does not pay within the agreed term, he will legally be in default and the supplier will be entitled, without default notice, to charge as of the due date of the unpaid invoice or invoices an interest of 2% on top of the legal interest rate and with a minimum interest percentage of 12% per year on the invoice amount.
- 11.6 Collection costs, incurred both in and out of court, are for account of the client. The collection costs incurred out of court are set at the collection rate advised by the Dutch Order of Lawyers, as specified in the calculation scheme for lawyer's fees.
- 11.7 If the client fails to pay, all the outstanding bills of the client with the supplier at time become immediately payable.

Article 12 Liability

- 12.1 Except in case of gross negligence or scheming of the supplier's management or supervisory personnel, the supplier will only be responsible for costs, damage or interests, caused by acts of negligence of the aforementioned persons or other employees of the supplier or persons contracted by the supplier for the execution of the agreement, however at the most for the amount of the invoice of the products and services delivered by the supplier in relation whereto the damage was caused.
- 12.2 Every liability of the supplier for operational damage or other indirect damage suffered by the client and/or third parties, due to any cause whatsoever, is explicitly excluded.
- 12.3 If the client resells, supplies, pledges goods or transfers or makes them available in any other way, and under any title whatsoever, either or not for free, when the supplier expressed his doubt about the quality of such goods to the client, the client shall safeguard the supplier vis-à-vis third parties for all third-party claims concerning damage suffered by or in relation to the goods delivered to the other party by the supplier.
- 12.4 The guarantees given by the supplier in relation to a sale shall not apply if the supplier has found, according to his own judgement, that the buyer has used the products improperly in any way, or that he has failed to use the products in accordance with the industrial standards or practices, or that he has failed to use the products in accordance with any instructions for use provided by the supplier. The supplier will under no circumstances be responsible for additional damage, consequential damage or special damage of any kind caused by any use or failure of the products, even if the supplier had been notified of the possibility of such damage, including and non-exhaustively listed responsibility for loss of use, loss of work and production, loss of income or profits, the impossibility to economise, loss of products of the buyer or other use or responsibility of the buyer vis-à-vis third parties due to these losses or for all work or all other costs. The same applies for damage or loss caused by such a product including personal injury or damage to properties.

Article 13 Designs, models, etc

- 13.1 All drawings, drafts, diagrams, samples, models, tools, etc. used by the supplier remain, even if they are made available for the client, the intellectual and/or physical property of the supplier and can therefore not be used for any other purpose but the execution of the agreement between the supplier and the client, unless previously agreed upon in writing.
- 13.2 The client safeguards the supplier against third-party claims, with regard to the goods from the client referred to in the previous indent, concerning intellectual property rights.
- 13.3 The supplier reserves the most extensive right to depict and use the object sold by it, including logos, trade name, etc. attached to it, for its own publicity purposes, in the broadest sense of the word, without owing any compensation in this respect, unless otherwise agreed in writing, even if his client or the end use holds intellectual property rights on the object, the advertising message or the picture as such.

Article 14 Recovery of rented or lent goods

- 14.1 If in implementing the agreement the supplier has rented or lent goods to the client, whether or not in return for payment, the client is obliged, in the event the agreement is terminated for any reason, to return the goods in full, in their original state and without defects within fourteen (14) days of the termination. This shall be regarded as a strict deadline.
- 14.2 If for any reason the client remains in default of the obligations stipulated in clause 1, the supplier is entitled to recover the consequential damage and costs from the client, including the costs of replacement and lost rental income, without prejudice to the supplier's other rights in this respect.

Article 15 Disputes/applicable law

- 15.1 All the agreements entirely or partly governed by these terms or conditions are governed by Dutch law. The Vienna Sales Convention of 11/04/1980 shall by priority be applied to all agreements under its scope, so that when applying the Vienna Sales Convention, Dutch law and these general terms and conditions shall only be applied as supplementary law.
- 15.2 In compliance with the provisions of art. 100 of the Code of Civil Procedures all disputes will be heard and judged by the competent judge within the district of the supplier's official address.
- 15.3 Insofar as not explicitly agreed otherwise in writing, all the legal actions which the client may undertake on the basis of these general terms and conditions expire one year after the delivery date.

Article 16 Language

- 16.1 The original terms and conditions of sale are written in Dutch and the translations into other languages are for informative purposes. In case of problems of interpretation the Dutch text prevails above all others.