

GENERAL DELIVERY CONDITIONS

Article 1 Definitions

In these General Delivery Conditions, the following terms are defined as stated below:

“Printlabel”: Printlabel B.V., a private company with limited liability, with its registered office in (3353 GD) Papendrecht at Bosch 53, listed in the Commercial Register of the Chamber of Commerce under number 24311261.

“Client”: a person or legal entity that, on behalf of his/her/its business, awards a Contract to Printlabel to supply a Product or to perform a service.

“Product”: a Product supplied and/or designed by Printlabel, which includes:

- labels and printed labels;
- printheads;
- carbon ribbons.

“Contract”: the agreement(s) to supply products or to provide services. Services include:

- the designing of labels;
- the printing of labels.

Article 2 Applicability of the General Delivery Conditions

- 2.1 These Conditions apply to all offers/quotes and all agreements between Printlabel and the Client.
- 2.2 Printlabel reserves the right to add to and/or change these General Delivery Conditions at any time.
- 2.3 The Client accepts these General Delivery Conditions merely by awarding a Contract and/or receiving a supplied Product, and is deemed to have tacitly agreed to the exclusive applicability of these General Delivery Conditions if it places any further orders, either orally, by telephone or otherwise, irrespective of whether there is any written confirmation.
- 2.4 Printlabel is not bound by any general terms and conditions that are declared by the Client to apply, unless Printlabel has explicitly accepted these terms and conditions in writing. Where the Client has declared its general terms and conditions applicable to its orders and/or agreements in general, the General Delivery Conditions of Printlabel will prevail at all times, unless this is deviated from in accordance with a written agreement.
- 2.5 If one or more provisions in these General Delivery Conditions are null and void or are nullified, the other provisions of these General Delivery Conditions will remain applicable in full. The void or invalid provisions will be replaced by provisions that most closely approximate the purpose and intent of the original provisions.

- 2.6 Where these General Delivery Conditions and the quote and/or order confirmation contain contradictory conditions, the conditions included in the quote and/or order confirmation will prevail.

Article 3 Offers

- 3.1 All offers and quotes of Printlabel are without obligation, unless expressly stipulated otherwise in the relevant offer.
- 3.2 Documents provided by Printlabel to the Client are not binding on Printlabel.
- 3.3 Printlabel is not bound by deviations that occur in the acceptance by the Client of the offer/quote of Printlabel.
- 3.4 Verbal undertakings and agreements with employees of Printlabel are not binding on Printlabel until and insofar as they are explicitly confirmed in writing by Printlabel.
- 3.5 If Printlabel incurs costs for the purpose of making an offer, Printlabel is entitled to charge these costs to the Client if Printlabel has informed the Client of this in advance in writing.
- 3.6 In the case of a composite offer/quotation for multiple services, Printlabel is under no obligation to perform part of the services for the corresponding part of the stated price if the other part is not accepted.

Article 4 Contract

- 4.1 A Contract is formed by, and at the time of, sending an order confirmation or the acceptance by the Client of an offer/quotation, or the written confirmation of an order by Printlabel or by the actual commencement of activities and/or services by Printlabel.
- 4.2 The Client is entitled to send further contracts to Printlabel by means of an e-mail. Printlabel is not responsible or liable for any misuse of the e-mail addresses used by the Client.
- 4.3 Printlabel reserves the right to notify the Client in writing within eight days that the order referred to in paragraph 1 cannot be executed, or cannot be executed without being changed, as a result of circumstances of which Printlabel could not reasonably have been aware, in which case the Contract will be terminated unless an agreement can still be reached.
- 4.4 After the formation of the Contract, changes and/or additions proposed by the Client will only be carried out by Printlabel after written acceptance by Printlabel.
- 4.5 Information concerning the Product offered, such as properties, sizes, colours and composition as well as data relating to printed matter, catalogues, images and the like which

are provided by Printlabel along with the offer, are indicative and not binding on Printlabel, and are submitted in good faith.

- 4.6 A Contract awarded by the Client can only be revoked or terminated within three working days, in which case the Client is required to reimburse Printlabel for the costs it has incurred, which costs are fixed in advance at 20% of the agreed price. If Printlabel has commenced the execution of the Contract and the Client then revokes/terminates the Contract, the Client will owe Printlabel the agreed price in full.
- 4.7 Printlabel is entitled to investigate whether the Client is able to fulfil its obligations within the statutory parameters. If Printlabel, on the basis of this investigation, has valid grounds not to enter into the Contract, it is entitled to refuse a Contract or to attach special conditions to the execution of a Contract, including the provision of security by the Client for the fulfilment of its obligations.
- 4.8 The Client is obliged to provide Printlabel with all data and documents that Printlabel considers to be reasonably necessary for the proper execution of the awarded Contract, in good time, in the desired form and in the desired manner.
- 4.9 The Client must ensure that Printlabel is immediately informed of facts and circumstances that could be important in connection with the proper execution of the Contract.

Article 5 Execution of the Contract

- 5.1 A Contract is construed by Printlabel as an obligation to execute the Contract to the best of its knowledge and ability, taking into account the interests of the Client. Printlabel will execute the Contract to the best of its knowledge and ability. A Contract does not mean, however, that Printlabel has an obligation to achieve a result.
- 5.2 Printlabel will determine the manner in which the Contract is executed.
- 5.3 The Client will ensure that he provides Printlabel with all information that he/she/it reasonably understands to be required for the execution of the Contract, in good time and in full.
- 5.4 Printlabel will exercise the required due care in the execution of the Contract. Printlabel cannot and will not guarantee the correctness and completeness of the measurements and/or colour combinations mentioned in or for a Product. Minor deviations may occur.
- 5.5 Deviations between the Product delivered, on the one hand, and the original design, drawing, copy or model or the typesetting, printing or other proof, on the other hand, cannot constitute grounds for rejection, discount or termination of

the agreement or compensation if they are of minor importance.

- 5.6 When assessing whether or not deviations in the overall Product can be considered as minor, a representative sample will be taken of the work unless the work concerns individual goods.
- 5.7 Deviations that, taking all circumstances into account, have no reasonable effect or a minor effect on the value in use of the Product are always considered to be deviations of minor importance.
- 5.8 If (design) advice is given by a third party on the basis of a Product, Printlabel is never liable for this advice and the actions of a third party.

Article 6 Materials supplied by the Client

- 6.1 If the Client has agreed with Printlabel that Client will supply materials or products for printing or processing, he/she/it must ensure that this delivery takes place in a timely and proper manner in the interests of a normal systematic production. To this end, the Client will request instructions from Printlabel.
- 6.2 In addition to the materials or products required for the agreed performance, the Client is also obliged to supply a reasonable quantity for proofs and the like for the relevant processing. To this end, the Client will request a specification from Printlabel. The Client guarantees that Printlabel will receive a sufficient quantity.
- 6.3 Printlabel is not obliged to examine the suitability of the goods received from the Client prior to the printing or the processing thereof.
- 6.4 Printlabel cannot be held liable for the failure to comply with the agreement if this failure is caused by exceptional processing circumstances or processing circumstances that are reasonably unforeseen by Printlabel and which arise from the nature of the materials or products supplied by the Client or is a consequence of deviations between the sample initially shown to Printlabel and the materials or products subsequently supplied by the Client for the print run.
- 6.5 Printlabel will not guarantee (product) properties such as durability, adhesion, gloss, colour, light or colour fastness or abrasion resistance if the Client has not indicated the properties and the nature of the materials or products supplied by it when entering into the agreement at the latest.

Article 7 Prices

- 7.1 The prices indicated by Printlabel are based on any information provided with the request and exclude sales tax.

- 7.2 Agreements are always concluded on the basis of the prices applicable at the time of entering into the agreement.
- 7.3 If, after the date of the Contract, there is an increase in one or more cost price factors - even if this is due to foreseeable circumstances - Printlabel is entitled to increase the agreed price accordingly, without the Client being entitled to compensation or termination of the agreement.
- 7.4 Price fluctuations as a result of mandatory government measures, such as an increase in VAT, are always passed on.
- 7.5 Extra elaborate text, unclear copy, unclear sketches, drawings or models, inadequate information carriers, inadequate computer software or data files, inadequate method of supplying of the materials or products to be supplied by Client and all similar supplies by the Client that result in Printlabel being required to perform extra work or incur extra costs than those that could reasonably be expected at the conclusion of the agreement, are 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 grounds for increasing the agreed price.
- 7.6 Printlabel is entitled to increase the agreed price or to reduce the price if the Client makes changes to the originally agreed specifications, including author's corrections or modified instructions after receipt of working drawings, models and typesetting, printing and other proofs. Printlabel will cooperate with these changes, within reasonable limits, if the content of its performance does not deviate substantially from the originally agreed performance.
- 7.7 Costs arising from additions and/or changes to the Contract are at the expense of the Client.

Article 8 Delivery

- 8.1 The specified delivery times are only approximate and subject to unforeseen circumstances. Unless otherwise stated and/or agreed, Printlabel is not under any obligation with regard to the delivery times and non-timely delivery, for whatever reason, does not entitle the Client to compensation or termination of the Contract.
- 8.2 A small or, in view of the circumstances, reasonable overrun of the delivery times cannot be enforced against Printlabel. Printlabel is only in default for an overrun of the delivery times after a notice of default sent by registered post.
- 8.3 All deliveries will take place at the offices of Printlabel, unless the parties expressly agree

otherwise. Delivery will take place at the expense and risk of the Client.

- 8.4 The delivery of goods to the Client will take place at the address provided by the Client, insofar as the means of transport for the delivery is able to reach this address, at the sole discretion of the driver, unless the parties have agreed otherwise in writing.
- 8.5 If the Client does not accept the goods at the agreed time of delivery, these goods will be stored at his/her/its expense and risk.
- 8.6 The risk of loss of or damage to the Products that are the object of the Contract, will pass to the Client at such time as the Client or an auxiliary person engaged by the Client has actual possession of these Products.

Article 9 Reservation of ownership

- 9.1 Any delivery of Products by Printlabel will take place subject to the reservation of ownership thereto, until the Client has paid all that it is bound to pay under any agreement with Printlabel.
- 9.2 The reservation of ownership of Printlabel includes all amounts due, including interest and costs, which Printlabel may receive from the Client due to shortcomings of the Client in the performance of its obligations.
- 9.3 Until that time, the Client is obliged to store the goods delivered by Printlabel separately from other goods and to clearly identify these goods as being owned by Printlabel.
- 9.4 As long as the aforementioned outstanding amounts have not been paid, the Client is not entitled to dispose of the goods in question or to establish a right of pledge or non-possessory right of pledge on the goods.

Article 10 Typesetting, printing or other proofs

- 10.1 The Client is obliged to carefully examine printing or other proofs received from Printlabel, whether or not at the request of Printlabel, for errors or defects and to promptly correct or approve these and return them to Printlabel.
- 10.2 Approval of the proofs by the Client counts as acknowledgment that Printlabel have correctly carried out the work preceding the proofs.
- 10.3 Printlabel is not liable for deviations, errors and defects that have gone unnoticed in proofs approved or corrected by the Client.
- 10.4 Any proof made at the request of the Client will be charged in addition to the agreed price, unless it has been explicitly agreed that the costs of these proofs are included in the price.

Article 11 Intellectual property

- 11.1 All intellectual and industrial property rights, including but not limited to copyright and design law, to all Products, designs, models, visualisations, websites, visual materials and preparatory materials thereof that are developed and/or made available under the Contract, are exclusively retained by Printlabel.
- 11.2 The Client is not permitted to remove or change any designation concerning copyrights, trademarks, trade names or other intellectual or industrial property rights from the Products or other visual material.
- 11.3 The Client is not permitted to provide the Products created by Printlabel to third parties or to reproduce, disclose or use these Products other than for the normal business operations of the Client, except with the express prior written permission of Printlabel.
- 11.4 The Client guarantees Printlabel that by the performance of the agreement and in particular by the reproduction or disclosure of the goods received from the Client, such as copy, composition, models, drawings, photographic recordings, lithographs, films, information carriers, computer software, data files, etc., that no violation is made of the rights that third parties may assert under the applicable Copyright Act (*Auteurswet*) or other national, supranational or international regulations in the field of copyright or the intellectual and/or industrial property rights or the law relating to a wrongful act. The Client indemnifies Printlabel, both at law and otherwise, against all claims that third parties may assert pursuant to this law or these regulations.
- 11.5 If reasonable doubt arises or continues to exist regarding the correctness of the rights claimed by third parties, as referred to in paragraph 4 of this article, Printlabel is authorized but not obliged to suspend the performance of the agreement until such time as it is irrevocably established in law that Printlabel is not infringing these rights by its performance of the agreement. Thereafter, Printlabel will execute the Contract within a reasonable period.
- 11.6 In the event of violation of this article, the Client will forfeit an immediately due and payable penalty of EUR 5,000 per violation, as well as a penalty of EUR 500 for each day that the violation continues, without prejudice to the right of the party incurring damage to claim the actual damage in all these cases.

Article 12 Complaints

- 12.1 When the Products are delivered these must be checked by the Client for visible defects and/or damage.
- 12.2 Complaints will only be accepted if and insofar as they are explicitly notified to Printlabel within five days of delivery of the Product and Printlabel has been given the opportunity to check this.
- 12.3 Complaints about invoices must likewise be submitted in writing no later than ten days after the date of dispatch of the relevant invoice.
- 12.4 After the expiry of this period, the Client is deemed to have approved the delivered goods or the invoice, respectively. In such case, complaints will no longer be processed by Printlabel.
- 12.5 The quality requirements or quality standards of goods to be delivered by Printlabel must be explicitly agreed. Minor, usual or technically unavoidable deviations and differences in quality, colour, size or finish do not constitute grounds for submitting a complaint.
- 12.6 In the case of complaints acknowledged by Printlabel, subject to any liability arising from the law, Printlabel is only obliged to replace the relevant goods or to credit the price charged for such goods, at the discretion of Printlabel.
- 12.7 The Client must provide Printlabel with an opportunity to amend the size or colour differences or repair the damage of the goods that are in their original state and in the original packaging, insofar as this can reasonably be required of him/her/it but in any case no less than eight working days after the complaint. However, if the Client has fully or partially adapted, processed or delivered the goods, then all rights of complaint and/or rights to compensation will lapse. With regard to complaints, each partial delivery is considered as a separate delivery.
- 12.8 The submission of a complaint does not release the Client from its payment obligation with respect to Printlabel. The Client is not entitled to suspend its payment obligations.

Article 13 Payments

- 13.1 Payment of an invoice amount must be made by means of a deposit to a bank account designated by Printlabel within 14 days of the invoice date without any right to discount or setoff, unless otherwise stated on the invoice or otherwise agreed between the parties.
- 13.2 Printlabel always has the option to require the Client to make a payment in cash, either as an interim or as a partial payment.
- 13.3 If payment has not been made within the aforementioned period or if a judicial/extrajudicial suspension of payments, bankruptcy or debt rescheduling arrangement

has been applied for or has been ordered, the Client is in default by operation of law and Printlabel is entitled to charge statutory interest on the outstanding amount from the due date without further demand or notice of default.

- 13.4 All extrajudicial costs incurred to collect the debt, including the costs of engaging a legal adviser, will be borne by the Client.
- 13.5 Payments made by the Client will always be applied firstly as payment of all interest and costs owed, secondly as payment of due and payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice, and thirdly as payment of the principal sum and the accrued interest.
- 13.6 If the Client remains in default of timely payment, as referred to in paragraph 1 of this article, then the Client will owe statutory commercial interest or, if applicable, statutory interest on the amount from the invoice date due to the delay in payment of the outstanding amount. Printlabel is entitled to charge a twelfth part of this interest for every month or part of a month during which the Client has not fully fulfilled its payment obligation. In addition to the amount owed and the interest thereon, the Client is obliged to pay full compensation for both extrajudicial and judicial collection costs, including the costs of lawyers, bailiffs and debt collection agencies. The extrajudicial costs are set at at least 15% of the principal sum with interest, with a minimum of EUR 100.

Article 14 Liability

- 14.1 Printlabel will execute the Contract to the best of its ability and, in doing so, will observe the due care that can be expected from Printlabel. If defects arise because the Client has provided incorrect or incomplete information to Printlabel, Printlabel is not liable for the resulting damage. Printlabel is only liable for any mistakes that are attributable to it during the execution of the Contract. This liability is limited to the amount that is actually paid out by the insurer with regard to the claim under the professional liability insurance taken out by Printlabel in the relevant case.
- 14.2 If Printlabel is unable to claim the damage resulting from this liability under the professional liability insurance, then the liability of Printlabel is limited to a maximum of twice the invoice value of the relevant Contract, unless there is intent or deliberate recklessness on the part of Printlabel.
- 14.3 Printlabel is never liable for indirect damage, including consequential damage, loss of profit,

missed savings and damage as a result of business interruption.

- 14.4 Printlabel is not liable for damage of any kind that arises after the delivery of the manufactured goods that are due to or occur after the Client has put to use, processed or treated these goods, has provided these goods to third parties or put them to use by third parties, or has provided them to third parties for processing or treatment.
- 14.5 Printlabel is likewise not liable for damage to materials or Products received by Printlabel from the Client for printing, processing or treatment by Printlabel if, at the latest at the conclusion of the agreement, the Client did not inform Printlabel of the characteristics and the specifications of these materials or Products and did not provide sound information about the pre-processing and special finishing applied.
- 14.6 Printlabel also accepts no liability if the Products to be delivered are not suitable for the purpose for which the Client wishes to use them, if this purpose has not been made known to Printlabel.
- 14.7 Printlabel and the Client mutually indemnify each other against all third-party claims that are directly or indirectly related to the execution of the Contract.
- 14.8 During the execution of the Contract, the Client and Printlabel can communicate with each other by means of electronic e-mail. Both Printlabel and the Client acknowledge that the use of electronic e-mail involves risks such as - but not limited to - distortion, delay and viruses. The Client and Printlabel hereby agree that they are not liable vis-à-vis each other for any damage that may arise for one or both of them as a result of the use of electronic e-mail.

Article 15 Guarantees

- 15.1 Printlabel guarantees that the Products delivered by it are of good quality and, at a minimum, comply with all relevant statutory provisions regarding quality, environment, safety and health. The guarantee commitment of Printlabel does not extend beyond the explicit quality stipulations made or the explicitly quality standards agreed. This guarantee applies on delivery as well as for one year thereafter and only applies to defects due to a defective design or material or manufacturing defects. Printlabel will, at its discretion, repair the defects or have the relevant Products replaced.
- 15.2 A claim under a guarantee will not be honoured if:
 - in the opinion of Printlabel improper use exists or repair, cleaning or maintenance work has

- taken place without the permission of Printlabel or any other negligent act;
- the goods have been used for purposes other than those for which the Product is intended or suitable.

- 19.2 All disputes ensuing from/in connection with this agreement will, in the first instance, be resolved exclusively by the Dutch courts or a Dutch arbitration tribunal.
- 19.3 The Dutch text of these General Delivery Conditions will prevail over translations thereof.

Article 16 Force majeure

- 16.1 If Printlabel cannot, cannot timely or improperly fulfil its obligations under the Contract as a result of a cause that cannot be attributed to it, including the interruption of the regular business operations of its company, these obligations will be suspended until the moment that Printlabel is able to fulfil its obligations in the agreed manner.
- 16.2 The Client is entitled, if the situation referred to in the first paragraph of this article occurs, to terminate the Contract in whole or in part and with immediate effect in writing, without Printlabel being obliged to compensate any damage that is in any way related to such termination.

Article 17 Confidentiality

- 17.1 Both parties are obliged to keep secret all confidential information that they have obtained from each other or from another source in the context of the Contract. Information is considered confidential if this has been communicated by a party or if this arises from the nature of the information.
- 17.2 In the event of violation of this article, the offending party will forfeit an immediately due and payable penalty of EUR 5,000 per violation, as well as a penalty of EUR 500 for each day that the violation continues, without prejudice to the right of the party incurring damage to claim the actual damage in all these cases.

Article 18 Ban on the recruitment of staff

The Client will refrain from recruiting or making attempts to recruit employees of Printlabel, unless it has been granted prior written permission to do so.

Article 19 Applicable law and choice of forum

- 19.1 The Contract, these General Delivery Conditions and the entire legal relationship between Printlabel and the Client is governed exclusively by Dutch law, with the exclusion of conflict law, which means that if and insofar as the law of another country would apply under the rules of private international law, then Dutch law still applies. The applicability of the Vienna Sales Convention (CISG) is excluded by the parties.