

Delivery terms and conditions AGI Van de Steeg

Article 1 – Parties and scope of application

1. For the purposes of these general terms and conditions AGI is deemed to refer to AGI Van de Steeg BV. A customer is deemed to refer to anyone who has placed an order (for supply) with AGI.
2. These terms and conditions of supply shall apply to the conclusion, substance and implementation of any agreement which AGI and a customer enter into with each other.
3. AGI explicitly rejects the application of any customer's general terms and conditions (of procurement or otherwise).

Article 2 – Conclusion of agreement (quotation and confirmation of order)

1. Any quotation provided by AGI shall be free of obligation and shall be valid for a period of sixty (60) days, unless otherwise specified in the quotation concerned.
2. In the event that a quotation is not accepted in full, an agreement shall only come into effect after AGI confirms same in writing. In this case the confirmation (or its wording) of the order concerned shall be binding for the purposes of determining the substance of the agreement.
3. Immediately after receiving confirmation of an order a customer shall have a duty to examine whether it is correct in terms of the product specified, the quantity, price and delivery time. Any deficiencies must be reported within twenty-four (24) hours of receipt.
4. In the event that any deficiency referred to in Clause (3) of this article is reported after more than twenty-four (24) hours, this may have the effect of causing an administration fee to be deducted from any credit note.
5. AGI shall be entitled to correct any typing, writing or similar errors in the documents which it uses without this in any way leading to default or liability on its part.

Article 3 – Price adjustments

1. AGI shall be entitled to raise an agreed price, if circumstances change to such an extent that it cannot reasonably be expected to maintain that price. Amongst other things, this shall apply if any of the following circumstances occur: there is an increase in the costs of the materials or services which are required for the purposes of implementing the relevant agreement, employer's charges rise, government levies are introduced or increased, the price of energy or raw materials goes up, there is a substantial change in foreign exchange rates, or any similar circumstances occur.
2. Wording which requires additional editing, confusing copy, sketches, drawing or designs and corrupt media, computer software, alterations made to artwork which are not related to production, and any other form of similar improper supply on the part of a customer which requires that AGI carry out more work or incur more expenses than it was reasonably entitled to expect when entering into the relevant agreement, shall constitute grounds for a surcharge. Any extraordinary or reasonably unforeseen processing difficulties which are occasioned by the nature of the materials and products that are to be processed, shall also constitute grounds for imposing a surcharge.
3. AGI shall be entitled to raise or reduce an agreed price, if the customer concerned makes changes to the

specifications that have originally been agreed to, which is deemed to include an author's corrections or any variation of instructions following the receipt of the relevant drawings, designs and proofs. AGI shall help to implement such changes within the boundaries of what is reasonable, provided that the substance of the performance which it is required to effect does not differ from the performance originally agreed to, or at any rate not to a material extent.

Article 4 – Payment

1. The term of payment shall amount to thirty (30) days after the relevant invoice date, unless otherwise agreed in writing.
2. Payment shall be effected without a customer being entitled to rely on any discount, setoff or suspension. In the event that a customer is late with payment, he shall be in default without the need for AGI to give him notice that he is in default.
3. In the event that payment is not made on time, AGI shall be entitled to suspend its current and future obligations (to effect supply or otherwise) until such time as all invoices that are due have been paid in full. In this respect AGI may stipulate a requirement (additional or otherwise) to the effect that the customer must tender security within a reasonable period of time for any future invoice issued pursuant to the same agreement. In that case entitlement to suspend performance shall continue to apply until the requested security has been tendered.
4. In the event of late payment a customer shall be liable for the legally stipulated commercial interest rate payable on the relevant amount. Furthermore, in this case the customer shall be required to pay all of AGI's judicial and extrajudicial collection costs. The extrajudicial expenses shall be fixed at the equivalent of 15% of the principal sum plus interest subject to a minimum of EUR 1,000.00.
5. A customer shall have a duty to inspect any invoices that he receives upon their receipt to ensure that they are correct. Any inaccuracy must be reported within one (1) month after the relevant invoice date citing grounds in writing. The right to file a complaint shall lapse after this.

Article 5 – Method of supply and retention of ownership

1. An agreement shall be implemented in or from within the Netherlands. AGI shall effect supply ex works unless otherwise agreed to in writing.
2. Any supply by AGI to a customer shall be effected subject to retention of ownership of the goods supplied, until the customer concerned has complied with what is required of him pursuant to the agreement in question, including any interest and costs.
3. Transport, where agreed, shall occur at the relevant customer's risk and expense unless otherwise agreed in writing. A customer or any transport company which he engages, shall have a duty to inspect the relevant goods immediately after receiving them. The acceptance of any goods by a customer and/or his transport company shall serve as evidence that they are in good condition, unless otherwise revealed in the relevant waybill or receipt.

Article 6 – Delivery time

1. Unless explicitly agreed otherwise in writing, any delivery time specified by AGI shall only be indicative. Even where a delivery time is agreed

to, AGI shall only be in default after the relevant customer notifies it that it is in default and stipulates a reasonable period of time for final delivery.

2. AGI shall be entitled to deliver the relevant goods before the stipulated or agreed time, provided that the customer concerned is notified of this within a reasonable period of time beforehand.
3. In the event that it is impossible to deliver goods due to a cause which falls within the relevant customer's risk domain, AGI shall store those goods at that customer's expense for a reasonable period of time.

Article 7 – Inspection upon delivery

1. A customer shall have a duty to inspect any goods supplied immediately after they are delivered to ensure that they comply with the relevant agreement. Should this not be the case, the customer shall have a duty to communicate his objections to AGI within fourteen (14) days after delivery citing grounds for same in writing. If he fails to do so, the goods which have been supplied shall be deemed to be in good condition and any right to complain shall lapse.
2. AGI's performance shall at any rate be deemed to be appropriate vis-à-vis the parties, if the relevant customer puts whatever has been supplied or part thereof into service, processes or treats it, or supplies it to any other party.

Article 8 – Typesetting, printing or other proofs received by AGI

1. AGI complies with the internationally accepted ISO12647-2 standard for the purposes of colour management. In the event that a customer supplies a colour design which has been manufactured in accordance with a standard other than the aforementioned one, a determination shall be made as to whether the required outcome is feasible. Should this not be the case, the customer concerned shall be notified of this beforehand and AGI reserves the right to proceed with production in accordance with the ISO12647-2 standard.

Article 9 – Discrepancies

1. Any discrepancy between the goods supplied and the original design, drawing, model or typesetting, printing or other proof shall not constitute grounds for rejection, a discount, cancellation and/or compensation if it is of limited significance.
2. Permissible discrepancies in quality and the weight of the relevant paper or cardboard may not constitute grounds for rejection, a discount, the cancellation of the agreement concerned or compensation. A permissible discrepancy is any which is permissible pursuant to the tolerance standards set out in the general terms and conditions of supply of the *Vereniging van Papiergroothandelaren* (Dutch Association of Paper Wholesalers). These terms and conditions are available for inspection at AGI. The latter shall send a customer a copy of these terms and conditions free of charge at his request.

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Article 10 – Property belonging to a customer (goods made available by the latter)

1. AGI undertakes to treat any goods which a customer places at its disposal with the same degree of care that it exercises in relation to its own property.
2. Subject to the provisions of the foregoing clause a customer shall continue to bear any risks in relation to the goods referred to in Clause (1). If required, a customer shall have a duty to take out insurance for this itself.
3. A customer shall be required to ensure that, before supplying any copy, drawing, design, photograph or information medium to AGI, a copy is made of these items. When first requested to do so by AGI, the relevant customer shall supply the latter with a copy (new or otherwise).
4. A customer shall be required to draw AGI's attention to any exceptional difficulties or health risks applicable while printing or treating any materials or products which he supplies.
5. Unless otherwise agreed to in writing, a customer shall consent to AGI using, processing and/or treating any goods that he supplies to the latter. In so far as is required, a customer shall assign the intellectual property rights to those goods to AGI in this respect, or at any rate the customer shall consent to AGI publishing, replicating and reproducing such goods and so forth.
6. A customer shall indemnify AGI in relation to any rights and claims made by some other party to any goods placed at its disposal by the customer. In particular, a customer shall declare that the order concerned does not constitute an infringement of copyright or any other intellectual property rights belonging to some other party, and shall indemnify AGI against any claim made by such party.
7. AGI shall be at liberty to reject any goods which a customer supplies. The acceptance and use of such goods shall not mean that they also comply with the relevant agreement.

Article 11 – Ownership of means of production and so forth

1. AGI shall retain ownership of any goods which it produces, which includes the means of production, aids and semi-finished goods, even if they are mentioned as a separate item in the relevant quotation, offer or invoice.
2. AGI shall not have a duty to surrender any item referred to in Clause (1) to the relevant customer or to store it for the latter, except for a period of one (1) year in the case of the storage of profiling knives and stamps for foil and embossing.
3. In the event that AGI and a customer agree that AGI will store such items, this shall occur for a period not exceeding one (1) year but without AGI warranting their suitability for reuse. In the event that any item needs to be stored for more than one (1) year, the customer concerned shall be liable for payment of a reasonable fee for this.

Article 12 – Intellectual property

1. Any intellectual property rights to goods and documents designed, produced, supplied or made available by AGI shall continue to vest in the latter. Even where a product is produced in collaboration with a customer or some other party, the intellectual property rights to it shall be vested exclusively in AGI.

2. A customer shall not be permitted to alter any product referred to in Clause (1) in any way without AGI's prior consent.

Article 13 – Liability (*force majeure*)

1. In the event of a complaint (be it justified or otherwise) the customer concerned shall first have a duty to afford AGI an opportunity to comply properly with the agreement concerned within a reasonable period of time (see also Article 6).
2. Upon the expiry of the period of time referred to in Clause (1) AGI may only be liable for damage inflicted on the relevant goods themselves. Under no circumstances shall the amount of any compensation which AGI may be required to pay exceed the amount in respect of which its insurance company actually grants entitlement to a payout. Over and beyond this an amount payable by way of compensation may under no circumstances exceed the total sum (stated on the relevant invoice or otherwise) which AGI charges in respect of the agreement concerned.
3. AGI shall not be liable for indirect and/or consequential loss, which includes any in the form of foregone turnover and/or loss of profits suffered in the relevant customer's business.
4. AGI shall not be liable for any failure to comply with an agreement, if the reason for this is to be found in extraordinary or processing difficulties which occur due to the nature of the materials, products or samples supplied by the customer concerned and which AGI could not reasonably foresee.
5. AGI shall not be liable for loss of any nature whatsoever which occurs because or after the relevant customer puts the manufactured goods into service following their delivery, or treats or supplies them to some other party.
6. AGI shall not be liable for any loss which occurs due to *force majeure*. *Force majeure* is deemed to refer to any circumstances which occur beyond AGI's control as a result of which a customer can no longer reasonably require compliance with the agreement in question, or compliance with which is temporarily impeded or delayed. This is deemed to include, for example, any failure on the part of AGI to comply with an agreement due to mobilisation, the disruption of transport, a business standstill, the limitation or termination of supply by public utilities, a lack of the resources required to generate energy, fire, the malfunction of machinery, accidents, strikes, a failure on the part of any other party to supply materials and semi-finished products which are required, or any other similar circumstances.

Article 14 – Governing law and disputes

1. The legal relationship between AGI and a customer shall be governed by the law of the Netherlands. Any dispute shall only be adjudicated by a competent court of law in the district of Almelo (the Netherlands). The Vienna Convention on Contracts for the International Sale of Goods of 11 April 1980 (Dutch Treaty Series 1981, 184) shall not apply under any circumstances.