

GENERAL SALES CONDITIONS – DESMEDT BVBA

Section 1 – Definitions

1.1. "Desmedt" hereinafter refers to the BVBA Desmedt, whose registered offices are established Cesar van Kerckhovenstraat 110, Fountain Business Park bld. 6, 2880 Bornem and which is filed as a company under the number 0405.891.946.

1.2. "The Client" hereinafter refers to the physical person or company which has entrusted Desmedt with the manufacture and/or sale of goods and/or the execution of certain tasks and/or services and whose details are mentioned on the front of the present document.

Section 2 – General

2.1. Only the present general sales conditions will apply to any and all price quotations, orders, agreements and deliveries executed by Desmedt. By placing an order, the Client unconditionally and expressly accepts the present general conditions, with the exclusion of any and all other general or specific conditions it uses.

2.2. Derogatory conditions will only apply if they have been accepted expressly and in writing by parties beforehand.

2.3. Desmedt only supplies to people and/or organisations that use the products exclusively for professional purposes. The Client confirms that his order complies therewith.

Section 3 – Offers

3.1. Desmedt's offers are never binding on its behalf and are always sent under the condition that Desmedt has sufficient stock of the concerned products. By sending a price quotation, price calculation or any other similar document, be it with or without the mention "offer", Desmedt consequently is under no obligation to conclude an agreement with the Client.

3.2. The price mentioned in the offer is only valid for the order and the duration specified therein. In case no duration is specified, the offer is valid for a period of five working days after it has been sent.

3.3. Offers are confidential. Desmedt's prior and written authorisation is required before they can be communicated to any third party.

3.4. Desmedt is entitled to charge the Client with a fixed, administrative cost of 100,- euro for the drafting of an offer which didn't result in an actual order, without prejudice to section 3.5 hereinafter.

3.5. By sending production-elements to Desmedt (raw materials, models, copies, digital files, etc.) and requesting, without any saving clause, a proof or sample, the Client undertakes to entrust Desmedt with the execution of the order.

Section 4 – Price quotations

4.1. Prices communicated by Desmedt always exclude VAT and any and all other taxes.

4.2. The price communicated by Desmedt is only valid for the products and/or services that comply with the quantities and (technical) specifications foreseen in the offer.

4.3. In case an offer concerns different products and/or services, Desmedt is under no obligation whatsoever to supply the Client with any part of the products and/or services for their respective price(s) as detailed in the offer or for an equivalent part of the global price.

4.4. Desmedt is not bound by printing errors or other mistakes in its price quotations.

Section 5 – Price modifications

5.1. Desmedt is entitled to raise the price parties agreed upon in case one or more of the following circumstances arise after the conclusion of the agreement: rising costs of the materials, intermediaries or services required for the execution of the agreement, rising transport costs, rising salaries, employer's costs, social security costs and/or of any other labour related costs, the introduction of new taxes on raw materials, energy or production remainders and/or the rise of existing taxes, a considerable modification of the exchange rates or, in general, any circumstances which are comparable with the previous examples.

5.2. Desmedt is also entitled to raise the price parties agreed upon in case the Client delivers defective texts, unclear copies, drawings or models, faulty data carriers or computer programs, materials, products or any other element of whatever kind, further to which Desmedt is forced to engage more costs or work than it could reasonably foresee when it concluded the agreement. Desmedt is also entitled to raise said price in case it encounters extraordinary difficulties and/or difficulties which could reasonably not be predicted and which result from the nature of the products or materials which are to be treated by Desmedt.

5.3. Desmedt is also entitled to raise the price parties agreed upon in case the Client modifies the original quantities and/or (technical) specifications, sent by the latter after it has received the models and other proofs. Desmedt will collaborate, within reason, to apply the requested modifications, provided that the contents of its tasks are not modified substantially from what was agreed upon initially.

Section 6 – Order

6.1. Any and all orders are to be placed in writing by the person, which has the authority to bind the Client.

6.2. The Client is entitled to cancel an agreement prior to Desmedt's execution thereof, provided it compensates Desmedt's damage. This damage includes Desmedt's losses, missed profits and any and all costs made by Desmedt in preparation of the order's execution, including the time spent, reserved production capacity, purchased materials, services called upon and storage.

6.3. In case Desmedt purchases certain raw materials at the Client's request, the latter will be under the obligation to purchase these within three months. Should the Client default in said obligation, Desmedt will be entitled to invoice them to the Client.

Section 7 – Delivery of material

7.1. Any and all material put at Desmedt's disposal by the Client, has to be delivered in due time (taking the order planning into account), duly packed and free of charges in Desmedt's premises.

7.2. The signature of any packing documents by Desmedt merely indicates that the latter has received certain material, without any consequence as to its contents and/or state.

7.3. The Client is under the obligation to inform Desmedt of any specific difficulties and/or health risks which could occur while printing and/or manipulating the materials and/or products supplied by the Client.

7.4. In case the Client supplies certain elements for testing purposes, for production, etc., it is under the obligation to provide Desmedt with sufficient quantities to that effect. Desmedt is always entitled to request, free of cost, supplementary elements from the Client.

7.5. Any and all difficulties or delays during production, caused by problems with the materials supplied by the Client, will prolong the delivery delays. Furthermore, the costs resulting from said problems will be added to the price parties agreed upon.

7.6. In case the Client supplies digital prepress-material without a printed version, Desmedt cannot be held responsible for the result of the flashing in any way.

7.7. In case the Client puts digital files at Desmedt's disposal, it's the Client's responsibility to keep the original files. Furthermore, the Client is responsible for the quality of said files.

7.8. Desmedt is entitled to charge prepress and other work in regie to the Client, in case the material supplied by the latter doesn't comply with the initial technical specifications or in case the Client requests supplementary modifications.

Section 8 – The proof

8.1. At the Client's request Desmedt will provide a simple proof, e.g. a Laserprint or PDF. Careful proofs, among other things, in faithful colors and/or on print-run paper will be charged separately to the Client.

8.2. The Client is under the obligation to verify any and all proofs it received from Desmedt on both content-related and visual errors and defaults and to return these in due time to Desmedt, either with its seal of approval or with the required corrections.

8.3. By approving the proof the Client unconditionally confirms that Desmedt has correctly executed any and all preceding tasks.

8.4. Desmedt can never be held responsible for deviations, errors and defaults which the Client hasn't spotted in the proofs it approved or corrected.

8.5. Any proof executed on the Client's request will be charged separately to the Client, except if parties have expressly agreed that the costs resulting from said proofs are included in the price.

8.6. In case the Client doesn't request a proof, Desmedt can never be held responsible for the quality of the end result, which the Client expressly and unconditionally accepts.

Section 9 – Corrections

9.1. The Client is under the obligation to send its specific and clear observations and corrections in writing and in due time (at the very least before the "ready for press") to Desmedt. Desmedt cannot be held responsible in case the Client verbally informs Desmedt of its corrections and/or sends erroneous, partial and/or late corrections. Desmedt is under the obligation to correct any and all typographical errors or any word splitting, but cannot be held responsible in case of linguistic, grammatical and/or spelling mistakes. The Client is solely responsible in that respect, which it accepts expressly and unconditionally.

9.2. Any modifications of whatever nature in the original order will be charged to the Client and will prolong the execution delays. The same goes for machine downtime while awaiting the "ready for press".

Section 10 – Ready for press

10.1. By sending a duly dated and signed "ready for press" to Desmedt, the Client discharges the latter of any and all errors or omissions which would occur during or after the printing. The "ready for press" remains Desmedt's property and will serve as evidence in case of a dispute between parties.

10.2. In case the "ready for press" is given, at the Client's request, in Desmedt's premises, the latter will be entitled to invoice the Client for each hour delay which is due to the Client. The time will start running from the moment parties had agreed upon, whereby each hour that has started will be considered as a completed hour.

Section 11 – Derogations

11.1. If Desmedt treats raw materials, the Client is bound by the tolerances imposed by the manufacturer to Desmedt.

11.2. Desmedt is entitled to supply and invoice 10 % (with a minimum of thousand copies) more or less than the number of copies ordered by the Client.

11.3. For any and all printing orders requiring a complicated or difficult finishing, Desmedt is entitled to supply and invoice 20 % (with a minimum of two thousand copies) more or less than the number of copies ordered by the Client. The extra or missing copies are invoiced or credited at their unit price.

11.4. Derogations between on the one hand the work that has been supplied and on the other hand the original design, artwork, copy or model, respectively the proofs cannot constitute a reason for refusal, reduction, termination of the agreement or compensation, if said derogations have no or only a minor influence on the work's usability.

11.5. Any and all orders are executed with the readily available raw materials. Specific requirements as to ink light fastness or the suitability for food applications, etc. have to be communicated by the Client at the time it sends its price request. In case Desmedt is informed thereof at a later stage, Desmedt is entitled to raise the price with the resulting costs.

11.6. The perfect conformity of the colours which are to be reproduced, as well as the perfect immutability of the ink, inking and register are never guaranteed.

11.7. Any and all derogations resulting from the nature of the work to be executed are expressly accepted by the Client.

11.8. The number of labels on roll or the roll diameter mentioned on the offer only constitute an indication of the maximum number of labels. In case the Client orders a certain quantity of labels or other printing material, Desmedt will be entitled to spread this over the number of rolls it chooses freely.

Section 12 – Delivery

12.1. Delivery will take place in Desmedt's premises. Packaging and transport will be charged to the Client. The products travel at the Client's risks, including the

transmission of digital files and/or data over the internet.

12.2. In case parties agree that the products will be delivered at another location, this will always happen at the Client's costs, risk and responsibility.

12.3. The acceptance of any and all products from Desmedt by the transporter constitutes the proof that they were in good state, except if the contrary results from the freight or receipt documents.

12.4. Desmedt is under no obligation to supply the manufactured goods in partial deliveries.

12.5. The Client is under the obligation to provide its full collaboration with the delivery. The Client will be defaulting in case he doesn't pick up the products at Desmedt's first request or, if the goods are to be delivered at its premises, in case he refuses to accept the products. Desmedt will be entitled to charge the Client with any and all costs resulting therefrom.

12.6. Desmedt is under no obligation to store the goods it will deliver. In case of storage this will happen at the Client's exclusive costs and risks.

Section 13 – Delivery delays

13.1. Any and all delays parties foreseen in the order start from the first working day after Desmedt's receipt of the "ready for press". In case of identical reprints the delays will start after Desmedt's receipt of the order confirmation. In case of the sale of products the delays start on the day mentioned on the order form.

13.2. Desmedt is never bound by the delays it specified. In case a delay isn't upheld, parties will agree upon a new delay, without any compensation or remuneration being due to the Client.

Section 14 – Payment

14.1. The Client is under the obligation to pay the price and the amounts agreed upon, cash, without any reduction, compensation or terms of payment.

14.2. Desmedt is entitled to ask for an advance of 1/3rd of the total amount when the order is placed, another advance of 1/3rd after the receipt of the "ready for press" and the balance at delivery.

Desmedt is entitled to ask for an advance of 1/2 when the order is placed in case the order concerns the sale of products.

14.3. In case of delivery on demand the entire order amount will be invoiced at the first delivery.

14.4. Should the Client default in paying Desmedt's invoices within the delays agreed upon, Desmedt will automatically be entitled to default interests of twelve percent (12 %) per annum, with each month started considered to be a completed month.

Furthermore, a penalty of ten percent (10 %) will automatically apply to any and all outstanding invoices with a minimum of two hundred and fifty Euros (250,- euro). Any and all legal and/or collection costs will also be borne by the Client.

14.5. Furthermore, Desmedt will be entitled to ask for the immediate payment of any and all other outstanding invoices and any and all other amounts which haven't been invoiced yet (including for products that have been manufactured but not yet called for by the Client). Desmedt will also be entitled to suspend the execution of any and all agreements until the Client has fully paid any and all due amounts to Desmedt.

14.6. Desmedt is entitled to verify the Client's credit rate at any times. In case Desmedt deems said credit rate insufficient, the latter is entitled to refuse the execution of an order (even after acceptance thereof), except for the Client to pay the price of said order in full beforehand.

14.7. In case the Client requests an order it places to be invoiced to a third party, the Client will remain personally responsible for the payment of said order, even if Desmedt has accepted said invoicing method.

Section 15 – Complaints

15.1. Any and all complaints and/or protest have to be duly motivated and sent by registered mail within eight (8) days after receipt of the first delivery of the goods. In case the Client doesn't accept the goods, the delay of 8 days starts from the invitation to accept the goods. Otherwise said delay starts at the invoice date. Complaints filed on a later date will not be admitted.

15.2. In case Desmedt doesn't receive a complaint within said delay, it consequently means that the Client has completely accepted all products.

15.3. In case the Client uses (part of) the supplied goods directly and/or through a subcontractor, it means he has accepted the entire print run.

15.4. The Client is not entitled to refuse the entire delivery in case only part thereof presents certain defaults.

15.5. The Client is only entitled to return the products with Desmedt's prior and written authorization and after having received a RMA-number from Desmedt to that effect. The Client shall place said RMA-number visibly and identifiably on the returned packaging. Returns always happen at the Client's sole costs and risks. The authorisation to return the goods is always granted without any prejudice by Desmedt.

Section 16 – Property

16.1. The Client only becomes the owner of the sold goods after any and all due sums have been paid in full.

16.2. Any and all goods which have been handed over to Desmedt by the Client (paper, films, data carriers, etc.) will remain in Desmedt's premises at the Client's sole risks. The latter discharges Desmedt of any and all responsibility in that respect, including but not limited to (partial) damage and/or loss thereof. The same goes for any and all products which are destined for the Client. Storage costs will be charged to the Client from the day the Client has been informed thereof.

16.3. Any and all elements which have been manufactured by Desmedt like production tools, intermediaries and other tools (a/o concept drawings, models, work-and-detail drawings, information carriers, software programs, databases, clichés, films, printing plates, silk mesh, etc.) remain Desmedt's property, even if they are mentioned separately in the price quotation, the offer or the invoice. Desmedt is entitled to use these freely, except if parties have agreed differently.

16.4. In case the Client requires Desmedt to keep one of the elements listed in section 16.3. it will agree thereon with Desmedt in writing prior to the execution of the order. The storage will happen at the Client's risks. The latter discharges Desmedt expressly of any res-

ponsibility in that respect. Desmedt doesn't guarantee that said elements can be used multiple times. Offset plates will not be kept.

16.5. Desmedt is entitled to use the remains (like waste, extra copies, etc.) of the materials and products supplied by the Client as its own property. The Client is under the obligation to recuperate, at its costs, the unused materials and products as well as said remains at Desmedt's first request.

Section 17 – Intellectual Property

17.1. The Client warrants Desmedt that, by executing the agreement and by reproducing and/or divulging the elements it received from the Client (like copies, drawings, models, pictures, films, data carriers, computer software, databases, etc.) no rights of any third parties will be infringed.

17.2. In case reasonable doubts would arise or subsist in that respect, Desmedt will be entitled to suspend the execution of the agreement until it has been definitely established that Desmedt will not infringe said rights by executing the agreement. Once this has been established, Desmedt will execute the agreement within a reasonable delay.

17.3. Except if parties have expressly agreed otherwise, Desmedt will always remain the owner of any and all intellectual property rights which could arise on the works it manufactures, including but not limited to texts, artwork, models, inventions, databases, data carriers, pictures, films and similar production tools, even if the creation thereof is mentioned separately on the price quotation, offer or invoice.

17.4. After the full payment of the concerned invoice, the Client is entitled, on a non-exclusive basis, to use the works manufactured by Desmedt in a normal way (sale, delivery, etc.). Said works cannot be reproduced without Desmedt's prior, express and written authorisation.

Section 18 – Responsibility

18.1. In case the manufacturer grants certain warranties, Desmedt reprises these as such, without any extension whatsoever with regards to their application or duration. Consequently, Desmedt can never be under the obligation to provide more or longer guarantees than the manufacturer. This could lead to certain parts of the delivery being submitted to other warranties than other parts thereof, which the Client accepts.

18.2. Desmedt cannot be held responsible for damage of whatever nature which arises after the Client has started using the products, has modified or treated them, has delivered them to third parties or has authorised third parties to accomplish any of these acts.

18.3. Desmedt is not responsible for characteristics such as sustainability, adhesion, gloss, color, light and color fastness and durability if the client does not provide adequate information on the applied pretreatment and surface treatments.

18.4. Desmedt's responsibility is always strictly limited to taking back the faulty copies, which will be credited at their unit price.

18.5. Desmedt's responsibility, for any reason whatsoever, will never exceed the invoice amount, which the Client expressly and unconditionally accepts. Desmedt consequently can never be held responsible for any turnover losses, reduced goodwill nor for any indirect or consequential damage whatsoever.

18.6. Desmedt cannot be held responsible for the infringement of third party's intellectual property rights, if it executed the order in good faith. The Client will be solely responsible in such case. Each and every dispute concerning the reproduction rights will suspend the execution of the order. In case Desmedt is being held responsible by a third party for any damage for which it isn't responsible by virtue of the present general conditions, the Client will warrant Desmedt and hold the latter entirely harmless.

Section 19 – Various

19.1. The invalidity or unenforceability of any provision of these conditions shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The parties shall use their best efforts to agree a new or varied provision, which achieves to the extent, permitted by law the original business purpose of any invalid provision.

19.2. In case it's required by law, the Client cannot oppose the mention of Desmedt's name, even if the name of the editor, an intermediary, commercial agent or any third party is already included on the printed material.

19.3. The Client guarantees that it's entitled and authorised to place the order with Desmedt and that it hasn't signed any other agreement nor accepted any other undertaking, of whatever nature, that would prevent it from accepting and/or executing the agreement.

19.4. Any and all cases of 'force majeure' and, in general, any and all circumstances which prevent, reduce or delay the execution of the order by Desmedt and/or which would disproportionately complicate the execution of its obligations, relieve Desmedt of any and all responsibility and allow it to reduce its obligations or terminate the agreement or suspend the execution thereof, without any compensation being due to the Client. This section will apply in case of a/o war, civil war, mobilisation, civil unrest, strikes and lock-out (both at Desmedt and its suppliers), machine breakdown, fire, transport interruptions, difficulties in obtaining raw materials, materials and energy, as well as any and all government limitations or interdictions.

Section 20 – Litigation

20.1. Any and all orders placed by the Client as well as any and all agreements concluded between parties shall be subject to and governed by the laws of Belgium.

20.2. Any and all disputes arising from the application, interpretation and/or execution of the orders placed by the Client and/or of the agreements concluded between parties shall be treated solely by the Mechelen Courts and Appeal Courts.