

# General terms and conditions of sale

## GENERAL PROVISIONS

These general terms and conditions and professional practices apply to all our price quotes, work, agreements and deliveries.

### Article 1

The principal is the person who placed the order; the supplier is the person who has agreed to execute the order.

### Article 2

Providing the supplier with the elements of production (raw materials, model, copy and/or digital files, etc.) with a request, without explicit reservations, to supply a proof or draft, constitutes a commitment to the supplier to order the execution of the work from him, or compensate him for the costs incurred.

### Article 3

The supplier's price quotes are not binding and are subject to sales or sufficient stock. If salaries or raw material prices increase, the prices in quotes are revised in accordance with the Febelgra index-linking formula, which will be sent to the principal on first request. Price quotes always exclude taxes, which remain payable by the principal.

The validity period of a price quote is one month for a job that has to be carried out within three months.

The quoted price is only valid for the job mentioned in the price quote.

### Article 4

In the event of combined price quotes, there is no obligation to supply part of the work in exchange for payment of the corresponding proportion of the overall price.

### Article 5

Any person or company who places an order and requests that it be invoiced to a third party is personally liable for payment, even if the supplier has accepted this type of invoicing, unless the third party has co-signed the order form.

## INTELLECTUAL PROPERTY RIGHTS

### Article 6

The customer undertakes to give the supplier only products to which he holds the intellectual property rights, and which he is authorised to assign to the supplier. If the customer provides products for which he does not have this authorisation, and in the event of legal proceedings or convictions against the supplier or its manager, the customer agrees to pay, on first demand, the entire amount of any fines handed down as well as any compensation claimed by the true holders of the aforementioned rights. In this latter case, the costs incurred by the supplier and its manager for its defence must also be paid on first demand by the customer.

The supplier is not liable for breaches of copyright held by third parties as long as it has carried out reproduction work in good faith. The principal bears sole liability. Any challenge concerning the copyright shall suspend the execution of the work.

### Article 7

If required by law, the principal cannot oppose the disclosure of the supplier's name, even if the printed matter already states the name of a publisher or intermediary, an advertising agency or others.

## COMPOSITION, SUPPLIER'S MATERIAL, PROOFS AND OK TO PRINT

### Article 8

The typeface and the layout shall be chosen freely by the supplier. The supplier is not liable for the typographic quality nor for any design faults in the ready-to-print models or laid-out files which it receives from the principal.

### Article 9

If the principal makes material available to the supplier, this must be delivered promptly (in accordance with the production schedule), prepaid and properly packed to the premises of the supplier's business. Signature or receipt of the transport documents only confirms receipt of the said material.

If the principal provides digital prepress material, not accompanied by a printed version, the supplier is not liable in any way for the result of the imagesetting.

If the principal provides the supplier with digital files, the principal is bound to keep the original files and is responsible for the quality of these files.

Except in cases of fraud or serious misdemeanour on the part of the supplier, its personnel or subcontractors, any difficulty or delay in production resulting from problems relating to the material provided will delay the delivery date and increase the price, due to the increased cost attributable to the above-mentioned problems.

### Article 10

At the principal's request, the supplier shall make a simple proof such as a laser print, an ozalid or an imposition proof. Careful proofs, including proofs with faithful colours and/or on printing paper, will be invoiced extra.

If the principal does not ask for a proof, the supplier is not liable under any circumstances for the quality of the finished product.

### Article 11

The supplier is bound to correct composition and hyphenation errors indicated by the principal, but cannot be held liable for spelling mistakes or linguistic or grammatical errors.

Any amendment of the original order in any way whatever (in the text, in the handling or positioning of the illustrations, in the format, in the printing or binding work, etc.) communicated in writing or by any other means, by or on behalf of the principal, shall be invoiced extra, and will delay the delivery date. This also applies to machine downtime while waiting for the "OK to print".

Modifications communicated orally or by phone shall be carried out at the principal's risk.

### Article 12

The transmission by the principal of an "OK to print", duly dated and signed, releases the supplier of any liability for errors or omissions that may be identified during or after printing. The "OK to print" remains the property of the supplier and will serve as evidence in the event of a dispute.

## SAFEKEEPING

### Article 13

If the principal wishes the supplier to retain the elements of production for safekeeping, such as compositions, films, image

assemblies, die cuts, drafts, designs or disks, he shall agree with the supplier in writing before the order is carried out. Safekeeping is at the risk of the principal, who expressly releases the supplier from any liability relating to the safekeeping (in particular, loss or damage) except in the event of fraud or serious misdemeanour on the part of the supplier.

Offset plates will not be kept.

## DELIVERY DATE

### Article 14

Deadlines for delivery or execution of work are given for information only and are not binding, unless the supplier specifies otherwise in writing.

Delivery periods agreed in writing at the time of the order shall start on the working day following the supply of the necessary elements. The agreed delivery dates shall be extended at least by the length of the delay if the principal fails to provide the necessary elements or return the corrected proofs or the "OK to print".

In the event of *force majeure* and, generally speaking, in any circumstances which prevent, reduce or delay the execution of the work by the supplier, or which place an excessive burden on the supplier without being the supplier's fault, the supplier is released from any liability, and may reduce his commitments, terminate the agreement or cancel its execution, without being bound to pay any compensation whatever. Such circumstances include: war, civil war, mobilisation, civil unrest, strike, lock-out affecting either the supplier or its co-suppliers, breakage of machinery, fire, transport stoppage, problems with the supply of raw materials, other materials or energy, as well as restrictions or prohibitions imposed by the authorities, or any other case of *force majeure*.

## PERIODICALS - NOTICE

### Article 15

The principal cannot take away from the supplier the execution of a periodical type job, i.e. a work consisting of recurring partial jobs, unless he observes the notice periods set out below. The notice must be served by registered letter. In the event of non-observance of these periods, the principal shall compensate the supplier for any loss incurred and the loss of profit suffered during the period of non-observance.

Notice periods:

- 3 months for a periodical type job representing annual turnover of less than 7,500 EUR;
- 6 months for a periodical type job representing annual turnover of less than 25,000 EUR;
- 1 year for a periodical type job representing annual turnover of 25,000 EUR or more.

## TOLERANCES

### Article 16

For the paper, card and binding materials used by the supplier, the principal shall accept the tolerances defined by the manufacturers of these materials.

The supplier may deliver and invoice 5% more or less (for a minimum of 100 copies) of the copies ordered.

For printed matter requiring complex or particularly difficult finishing, the supplier may deliver and invoice 20% more or less (for a minimum of 200 copies) of the copies ordered.

The additional or undelivered copies are always calculated at the price for extra copies.

### Article 17

All the work will be carried out with the raw materials normally available. Any special requirements, such as abrasion-proof ink or food-safe ink, must be notified by the principal at the time of the price quote. If these requirements are notified later, this may lead to a price change.

The perfect matching of the colours to be reproduced, as well as total invariability of inks, inking and registration, are not guaranteed.

Differences specific to the type of work to be carried out are to be expressly accepted by the principal.

## COMPLAINTS AND LIABILITY

### Article 18

On pain of forfeiture of his rights, the principal must send any complaint or objection to the supplier by registered letter, within one week of the first delivery of the goods. If the principal does not take delivery of the goods, the one week period starts on the date of invitation to take delivery of the goods or, failing that, on the invoice date.

If the supplier does not receive a complaint during this one-week period, the principal is deemed to have accepted all the goods.

If the principal uses part of the goods delivered, sends them by post to third parties or hands them over to a distribution company, he is deemed to have accepted the entire print run.

Defects found on part of the goods delivered do not entitle the principal to refuse the entire order.

The supplier cannot be held liable for indirect damage caused to the principal, such as loss of profits.

Under no circumstances will the supplier be liable for direct or indirect, tangible or intangible losses resulting directly or indirectly from any use of electronic means of communication (Internet, intranet, etc.) or any electronic media (disk, CD-ROM, etc.).

### Article 19

The supplier's liability is limited to taking back non-compliant copies, for which the reimbursement will be calculated at the price of additional copies.

In any case, the supplier's liability is limited to the amount of the order.

## MATERIALS PROVIDED BY THE PRINCIPAL - RISKS

### Article 20

Delivery takes place at the supplier's premises; packing and transport are at the principal's expense. The principal is liable for the risks incurred by the goods during transport.

### Article 21

All materials (paper, films, information media, etc.) provided by the principal that belong to the principal remain on the supplier's premises on behalf of and at the risk and expense of the principal, who expressly releases the supplier from any liability whatever, including in the event of total or partial deterioration or loss, for any

reason, except in cases of fraud or serious misdemeanour on the part of the supplier, his personnel or sub-contractors or where the safekeeping mentioned above constitutes one of the main services under the contract. These materials must be insured by the principal.

The same applies for goods intended for the principal. Unless agreed otherwise, all the costs of safe-keeping will be invoiced from the date notified to the principal.

Failing payment on the agreed date, the goods will be kept as collateral to guarantee the amounts due.

## OWNERSHIP

### Article 22

Production elements such as prints, films, disks and any digital data transfer media required to complete the work correctly remain the property of their creator.

### Article 23

The principal will not become the owner of the goods sold until all the amounts due have been settled in full. Nevertheless, any risks that the goods might incur will be the responsibility of the principal as soon as they are placed at his disposal.

## PAYMENT - JURISDICTION

### Article 24

At the time of the order, an advance of 30% of the amount, plus the cost of the paper, may be requested, with the balance due no later than 60 days after the invoice date.

Drafts, cheques, money orders or receipts do not constitute novation or derogation from this clause. From the due date of the invoice, contractually-agreed interest of 12% per year will be payable. Failing payment by the due date, the invoice amount will be automatically increased by 15%, with a minimum of 125 EUR, by way of a fixed-rate, irreducible penalty clause. This is intended to repair separate damage from that compensated by the payment of the above-mentioned interest.

Furthermore, where relevant, the supplier has the right to demand immediate payment of all invoices (not yet due) and any other amounts for which the supplier has granted deferral of payment to the principal. The supplier therefore also has the right to suspend execution of pending contracts until the principal has paid the aforementioned advances.

### Article 25

In the event of delivery/ies on call, the total amount of the order will be invoiced on the first delivery.

### Article 26

If preparatory work is carried out at the customer's request with a view to the subsequent execution of a full contract, this work will be invoiced even if the full contract does not materialise.

### Article 27

If an order is cancelled, the said order shall be invoiced in full, whatever its state of progress.

### Article 28

In the event of a dispute, only Belgian law shall apply, and the courts of Liege shall have sole jurisdiction.

Non-application of these general terms and conditions of sale do not alter the supplier's rights to have recourse to them subsequently.

### Article 29

When the contract is entered into between the supplier and a legal person, the signatory who binds the legal person also binds himself/herself as a joint and several debtor for the obligations entered into by the co-contracting company.