

GENERAL CONDITIONS OF SALE

AUTAJON LABELS BELGIUM NV

1 GENERAL PROVISIONS

These general conditions and professional practices apply to all our offers, work instructions, agreements and supplies.

Article 1

The Principal is the party placing the order; the supplier is the party accepting to perform the order.

Article 2

Requesting a supplier of production elements (raw materials, models, copies, and/or digital files, etc.), without express reservation, to supply a proof or draft, entails the commitment to entrust this supplier with the execution of this work or to compensate it for the costs incurred.

Article 3

Offers made by the Supplier are without engagement and subject to sales or sufficient stock. If wages and/or the prices of raw materials rise, prices quoted are revised according to the Febelgra indexation formula, which will be sent to the Principal on first request. Offers are always drawn up without stating taxes, which always fall to the Principal's expense. The period of validity of an offer is one month for performing an order within three months. The price quoted applies only to the order stated in the offer.

Article 4

In the case of combined quotations, no obligation exists to supply part of the order against payment of the corresponding part of the total price.

Article 5

Any person or company placing an order with the request to charge it to a third party is personally responsible for its payment, even if the Supplier has agreed to this way of invoicing, save in those cases in which the third party co-signs the order sheet.

2 REPRODUCTION RIGHTS AND STATING THE SUPPLIER'S NAME

Article 6

The Principal is assumed to have the intellectual rights necessary for execution of the production. The Supplier is not responsible for infringements of copyrights of third parties. The Principal alone bears all responsibilities for this vis-à-vis third parties and indemnifies the Supplier at law. Any dispute in respect of reproduction rights suspends performance of the order.

Article 7

If so required by law, the Principal may not object to the supplier's name being stated, even if the name of a publisher or intermediary, publicity agent or others is already stated on the printed matter.

3 COMPOSITION, SUPPLIER'S MATERIAL, PRINTER'S PROOFS AND READY FOR PRESS

Article 8

The supplier is free to choose the font, as too the layout.

The supplier is not responsible for the typographical quality of the ready to print models or data files of laid out pages, which it receives from the Principal.

Article 9

If the Principal makes material available to the Supplier, this must be done on time (allowing for order planning), soundly packaged and delivered free of charge to the Supplier's business premises. Signing for receipt of the carriage documents only confirms receipt of the material.

If the Principal supplies prepress material in digital form without a printed version of it, the Supplier bears no responsibility whatsoever for the result of the exposure.

If the Principal makes digital files available to the Supplier, it must store the original files itself and is responsible for the quality of those data files.

Difficulties or delay during production caused by problems with supplied materials will extend the delivery time and increase the price by the additional costs caused by these problems. If the Principal asks the Supplier to store and change the digital images (under the Supplier's responsibility), the Supplier becomes the lawful owner of those digital images.

Article 10

For a simple printer's proof, the Supplier will provide, for example, a laser print, blueprint or imposition proof at the Principal's request. Printer's proofs supplied, among others, in true colours and/or on edition paper are charged extra. If the Principal does not request a printer's proof, then, in no case will the Supplier be responsible for the quality and conformity of the finished product.

Article 11

The supplier will correct any typographical or word-splitting errors pointed out by the Principal, but is not responsible for spelling, linguistic or grammatical errors.

The Principal will be charged extra for any changes whatsoever in the original order (in the text, in the processing or placement of illustrations, in formats, in printing or binding work, etc.), made in writing or in any other manner by or on behalf of the Principal, and such changes the extend deadline. This likewise applies to machine downtimes pending the "ready for press". Changes given verbally or by telephone are performed at the Principal's risk.

Article 12

The Principal providing a signed and dated "ready for press" releases the Supplier from any responsibility for any errors or omissions noted during or after printing. The "ready for press" remains the property of the Supplier and serves as evidence in the event of dispute.

4 STORAGE

Article 13

If the Principal wishes the Supplier to store production elements such as compositions, films, montages, cutting forms, drafts, drawings, diskettes, etc., it will agree this in writing with the Supplier before performance of the order. These are stored at the risk of the Principal, whom the Supplier expressly discharges from any responsibility in connection with this storage (e.g. loss or damage). Offset plates are not stored.

5 DELIVERY TIMES

Article 14

The deadlines stipulated in writing in the order begin to run from the working day following

handover of the necessary elements. The agreed deadlines are extended at least to cover the period during which the Principal is late delivering the necessary elements, as well as late returning the corrected proofs and the "ready for press".

Cases of force majeure discharge the Supplier from the obligation to supply on time and place it in the possibility, according to the case, either to reduce its commitments, or to terminate the agreement or to suspend its performance, without being held to any compensation for loss.

Regarded as force majeure are, inter alia:

Full or partial disruption of the Supplier's activities or of the production process due to late supplies from suppliers, war, civil war, mobilisation, riots, requisition, fire, flood, natural disasters, attacks, strike or lockout, machinery breakdown, fire, interrupted transportation, stocking capabilities in raw materials, materials and energy and limitations or prohibitory stipulations imposed by the authorities.

6 PERIODICALS – NOTICE TO TERMINATE

Article 15

The Principal can only make the Supplier terminate performing an order of a periodical nature, i.e. an order with recurring partial orders, subject to observance of the notice periods stipulated below. The notice to terminate must be served by registered letter. If the Principal fails to observe the notice periods, it will compensate the Supplier for all loss and loss of profit suffered during the period not observed.

Notice periods :

- 3 months for an order of a periodical nature with an annual turnover figure of EUR 7,500.00;
- 6 months for an order of a periodical nature with an annual turnover figure up to EUR 25,000.00;
- 1 year for an order of a periodical nature with an annual turnover figure of EUR 25,000.00 or more.

7 DEROGATIONS

Article 16

For paper, cardboard and bookbinder's material processed by the Supplier, the Principal accepts the tolerances imposed by the manufacturers of such materials.

The supplier may supply and invoice 5% (with a minimum of one hundred copies) more or less than the number of copies ordered.

In the case of printed work requiring complicated or particularly difficult finishing work, the Supplier may supply and invoice 20% (with a minimum of two hundred copies) more or less than the number of copies ordered. The reduced or increased number of copies will be charged at the price of additional copies.

Article 17

All orders are performed using the normally available raw materials. Special requirements such as ink light stability, suitability for foodstuffs, etc., must be indicated by the Principal in the request for quotation. If such requirements are made known later, it may result in a price adjustment.

Full consistency of the colours to be reproduced, as well as the faultless invariability of the inks and the faultless invariability of the inking and of the register are not guaranteed.

The Principal accepts any deviations specific to the nature of the work to be performed.

8 COMPLAINTS AND RESPONSIBILITY

Article 18

On penalty of the loss of rights, the Principal must send any complaint or protest by registered letter to the Supplier within a maximum period of 8 days from receipt of the first delivery of goods. If the Principal does not accept delivery of the goods, the period of 8 days begins to run from the date of the invitation to take receipt of the goods. In the absence of such a date, the period dates from the date of invoice.

If the Supplier does not receive any complaint within this period of 8 days, the consequence will be that the Principal has accepted all goods in full.

If the Principal uses part of the goods supplied or has it sent to third parties by post or has it given to a distribution company for circulation, this means that it has accepted the whole print run.

Defects in part of the goods supplied do not give the Principal the right to reject the entire order. The Supplier is not liable to the Principal for indirect loss such as loss of profits.

The abovementioned period of 8 days applies to visible defects.

The supplier is not liable for hidden defects.

Article 19

The Supplier's responsibility is limited to taking back non-conforming copies, which are set off at the price of additional copies.

9 PRINCIPAL'S MATERIALS – RISK

Article 20

Supply takes place in the Supplier's premises. Packing and carriage fall to the Principal's expense. The Principal bears the risk of the goods during carriage.

Article 21

All goods (paper, films, information media, etc.), which are entrusted by the Principal and are in the Supplier's premises, remain for the account and risk of the Principal, who expressly discharges the Supplier from any responsibility whatsoever, including in the event of damage or loss, in full or in part, for any reason whatsoever, except if the abovementioned custody is one of the principal services of the agreement.

The same applies to goods intended for the Principal.

The costs of storage are charged from the date notified to the Principal.

In the event of non-payment by the agreed date, these goods will be retained as guarantee and pledge for the sums due.

10 PAYMENT – COMPETENCE

Article 22

Payment of an advance payment of 1/3 can be requested with the order, an identical advance payment following receipt of the “ready for press” and the balance on supply.

Invoices are payable within eight days from despatch.

Bills of exchange, cheques, mandates or receipts entail neither renewal nor departure.

Without notice of default, each non-paid invoice lawfully attracts interest of 1% per month dating from the due date. Interest will be charged as a full month for each month started. Furthermore, the Principal will be held to pay a fixed compensation for loss for a sum corresponding to 10% of the total sum payable on the due date, with a minimum of EUR 100.00.

Moreover, the Supplier then has the right to request immediate payment of all invoices that are not yet due and of all sums for which the Supplier has allowed the Principal deferral of payment. The Supplier then also has the right to suspend performance of all contracts in progress until the Principal has paid the advance payments described in this article.

If the Principal fails to fulfil one of its commitments and specifically the obligation to pay the supplies, the Supplier has the right to regard the entirety of its debts and its claims on the Principal as an indivisible whole, particularly for the exercise of the right of retention, the non-performance exception and set-off.

Article 23

In the case of supply against call-off, the special provisions provided in the call-off contract apply.

Article 24

If, at the Principal's request, the order is cancelled or its execution is suspended in full, invoicing will take place at the stage of execution that the order has reached (wages, raw materials, subcontracts, etc.). This sum will be increased by an additional conventional compensation of 10%.

11 RETENTION OF TITLE

Article 25

The goods supplied remain the property of the Supplier until all the Principal's debts overdue or to become due to the Supplier, relating to the order in question, have been paid in full. However, the risks that the goods run fall to the Principal as soon as they are placed at its disposal.

By extension, the Supplier continues to keep this retention of title, if the Principal has changed, transferred and/or resold the goods. In the latter case, the claim on the price of the resale lawfully transfers to the vendor.

The Principal's payments will be allocated by priority to those of the Supplier's invoices that correspond with the goods used or resold.

Goods situated in the Principal's premises and corresponding with the goods indicated in the despatch notes or in any other document of the vendor are presumed to correspond with the goods supplied by the Supplier.

12 CANCELLATION

Article 25bis

The Supplier has the right to cancel the agreement with the Principal in full or in part with immediate effect and without any compensation for loss, without notice of default or court writ of summons and without prejudice to all rights, in the following cases:

- A failure on the part of the Principal, whatever it may be, in the performance of its obligations to the Supplier;
- Bankruptcy, discontinuation of payment or simple request for deferral of payment or for composition (settlement) emanating from the Principal;
- Full or partial discontinuation, immobilisation, liquidation or insolvency of the Principal's undertaking;
- Attachment levied on the Principal's possessions, or, in the event of protesting, on a bill of exchange.

Article 26

All disputes belong to the jurisdiction of the Courts of Antwerp.

The law of Belgium applies to the agreement and to the commitments arising from it.

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