

## General Terms & Conditions

### Polygraphic International B.V.

#### Article 1 - Applicability

These terms & conditions apply on all agreements, in electronic form or not, between client and supplier Polygraphic International B.V.; also on all quotes and offers from Polygraphic International B.V. with the exception of specific agreements of any nature with the client. Aside from the applicability of these terms & conditions and also from the terms & conditions themselves, these are compulsory only after Polygraphic International B.V. has proved to be communicated them in writing to the client.

##### Article 2 – Quotes / Artworks

- All quotes are without any engagement. Polygraphic International B.V. will have an engagement only after he confirmed in writing an order received from a client. The confirmation of the order will include the delivery / shipping date. Aside from these statements the supplier's engagement is fully valid only after the client confirms all details in writing.
- All the graphics, artworks and corresponding data are as precise as possible and they will transform into an engagement for Polygraphic International B.V. only after he confirms in writing the order/ by the client given assignment corresponding to these data.
- If the client gives its approval for a quote, then Polygraphic International B.V. has the right within 2 days from this moment to revoke it.
- If the supplier calls the revocation after the 2 days term and brings modifications/ completions to the quote (verbally also by our employees, representatives, agents or other intermediary persons) then these are valid only after written confirmation from Polygraphic International B.V. 'side.
- In case of shipments for which no quote or assignment confirmation have been sent, the packing slip and the invoice will become equal to the assignment confirmation as per agreement to the client's request in certain circumstances.
- We are entitled to invoice all the extra costs corresponding to a more complex quote made, to the customer party if not otherwise agreed.

#### Article 3 - Price

- All prices in our pricelist are in euro or dollars and exclude maintenance and tax per turnover.
- The prices are based on the specific internal agreed costs level and factors, known as cost prices / buying prices, salaries, general salary costs, social and legally tax costs, transport costs, insurance premiums and other costs. Polygraphic International B.V. has the right to increase the prices according to the increased level of the costs.
- The quoted prices are valid only for the quoted quantities.

#### Article 4 - Payment

- If not otherwise agreed, Polygraphic International B.V. must receive the payment confirm C.A.D terms and conditions, without any discount or compensation. An exception in this case are the special agreements made in writing and confirmed by both parties.
- If the client does not pay on time, as above stipulated, then he will take the engagement to pay a extra value with interest title which is equal to half percent of the total legally value of the invoice, which will be added to the invoice after 30 calendar days from invoice date.
- If the client does not pay on time, then Polygraphic International B.V. has the right to temporarily stop further production processes, artworks or other assignments corresponding to the client or he may choose not to deliver until the client has fully paid the overdue owned amount. If the client does not proceed with the payment within a further by Polygraphic International B.V. written given period of time, then has Polygraphic International B.V. the right to cancel all written and confirmed agreements with the client, without any legal consequence. If that is the case, then has Polygraphic International B.V. also the right to legally demand any owned amounts, damages and certainty propositions to the client. Polygraphic International B.V. can perform in this case all his rights in order to get back the delivered goods / owned amount for damages. If the goods will be received back, then they will be credited at cost price, only if they are in Polygraphic International B.V. 'standard condition as delivered and the buyer is responsible to pay the amount corresponding to the difference between those 2 prices.
- Every payment owned by the client must be made to Polygraphic International B.V. as well as further extra costs corresponding to legally ways/ collection of getting the amount.

#### Article 5 - Delivery

- The agreed lead-time i.e. date of delivery begins in the day when Polygraphic International B.V. is in possession of all necessary data and information.
- The agreed and confirmed lead-time will never be considered fatal compulsory lead-time, unless otherwise in writing agreed with the client. In case of late deliveries, Polygraphic International B.V. must inform and re-agree according to the client's wishes.



- Polygraphic International B.V. reserves the right to deliver 10% more or less from the ordered quantity.
- Overdue deliveries do not give the client any right to demand damage compensations of any kind as well as in case of not realizing by the client against Polygraphic International B.V. agreed duties.
- The delivery of the goods in ready- to- ship condition should be done in the day when this was in writing communicated to the client.
- Color deviation not more then color nuances gives the client no right to reject the goods.

## Article 6 - Acceptance

- If the customer did not communicated any complaint within 14 days after receiving the goods, then it is hereby to conclude that he accepted the goods and their quality, according also to the terms mentioned in Art. 11. If the customer has communicated a complaint within those 14 days then it is compulsory that he leaves the goods in their original state, until Polygraphic International B.V. has finished his internal research regarding this issue.
- The customer is obligated to communicate to Polygraphic International B.V. any change of address within 10 days. Polygraphic International BV reserves the right to use the last communicated address of the customer, until the new address will be communicated.

## Article 7 – Transport and handling costs

- The transportation of all goods, part of a shipment to the customer, are customer responsibility, also if in the transport documents otherwise stated. Insurance of the goods to be shipped will be made on the customer costs and only at his prior written request.
- Return shipments will be accepted by Polygraphic International B.V. on its cost if he has agreed it in writing.
- Polygraphic International B.V. is entitled to charge handling costs in case of small amount orders.

## Article 8 - Property

- All artworks, models, technical forms and documents and other data with regard to various tasks given by the customer and made by Polygraphic International are Polygraphic International B.V. 's property, unless otherwise stated and in exchange for extra costs.
- The customer is obligated to make sure that all the above mentioned: artwork, models and other Polygraphic properties will not be copied. If this will not be the case, then he will be responsible to pay for the damage caused. Polygraphic International B.V. can give permission at any time for this damage to be refunded.
- The customer is not entitled to sell the goods which are not paid yet, therefore the only right is to hold the goods and afterwards to use them.
- All our delivered products remain our property until the moment full payment is being made, not being responsible for the customer's situation or for any other situation with influence to the customer. The customer will accept payment of extra costs and interest in case of late payment.
- As long as the right of property over the goods delivered is not being transferred to the customer, then has the customer no right to use these goods in his own interest, unless otherwise agreed in writing with Polygraphic International B.V.

## Article 10 - Liability

- The supplier is responsible for the quality of the goods he delivers.
- The supplier is responsible for incomplete shipments, considering also the stipulations in Art. 11.
- Polygraphic International B.V. is not responsible for damage caused during tasks execution to client's goods such as by third party, excepting the case when it is proved to be exclusively supplier's fault.
- Polygraphic International B.V. is not responsible for damage caused by adjusting the products to the legal laws requirements, including also the use of the products.
- Polygraphic International B.V. is not responsible for damage caused by faults of the third parties, which with permission/ request of the customer handle the goods to be delivered or execute activities according to client's instructions.
- The customer will protect Polygraphic International B.V. against claims regarding intellectual property, patents and author's rights of the goods delivered.
- Polygraphic International B.V. liability is being limited by the following factors:
  - The net invoiced value of the delivered goods,
  - As well as the extent of our company/products' insurances.
- Changes and faults in the order confirmation have to be passed on to Polygraphic International BV within 2 days from order confirmation receipt. If this will be done after this term, then all extra costs such as: films, frames, printing costs can be invoiced to the customer. Polygraphic International B.V. is not responsible for the customer's extra costs.

## Article 11 – Warranty / service

- If the goods/ part of the goods are being returned due to faults/ non accordance to the agreed standard within 6 months from delivery date, due to defective installations or manufacturing then these can be reprinted and delivered at the choice of Polygraphic International B.V. 1 time. Polygraphic International B.V. is not responsible for extra costs of any kind regarding this issue.

- If the customer brought changes to the delivered/ installed goods or he has made reparations or he used the goods on another way then instructed or with another purpose then is Polygraphic International B.V. not responsible for warranty to the customer.
- If the customer wants to reclaim the right of warranty then he must do this within 14 days from noticing the faulty products and in writing to the supplier. The goods must not be modified, used, destroyed until Polygraphic International B.V. has finished his investigation.
- The customer has the obligation to give its approval for the delivered goods' quality. The customer declares that he received the goods in good state and free of faults, unless otherwise communicated in writing to the supplier within 14 days from delivery date. The customer is aware of the normal good use of the delivered goods en therefore he also obligates himself to instruct his clients about it.
- The customer will protect Polygraphic International B.V. from all the claims brought by third parties regarding the delivered goods or agreed activities to be executed, unless it's being proven that the supplier only has the guilt for the damage caused and the customer declares itself free of guilt.
- The customer is liable for the goods sent/ delivered by him to third party, goods which have been completely/ partially produced by Polygraphic International B.V. or for which the supplier contributed with materials and he must make a company liability insurance.
- For all technical properties which bring with themselves a insignificant change it is valid the fact that these will not change the nature of the product and the customer's obligations, as long as the goods can still be used for the purpose they have been ordered.

## Article 12 – Incomplete deliveries

- If the customer will not comply to its obligations, temporary or permanent, then Polygraphic International B.V. will send a written notification in order to request completion of its obligations, unless deliveries will not have place. After this period is finished without any change, then Polygraphic International B.V. has the right to partially supply the customer or not supply.
- If the customer still has overdue open invoices, or he requested a delay of payment, or he is in bankruptcy, or in strike partially or completely, then has Polygraphic International B.V. the right to stop the production and the deliveries and to put on hold the agreement with a written notification, without legal consequences.
- Polygraphic International B.V. has right to ask damage costs in one of the previous mentioned situations.
- If the customer as a company has more then 1 shareholders, then is every shareholder responsible and liable for the agreements made and for the both sides obligations agreed.

## Article 13 - Prove

By an eventual dispute, all information, data and documents from the accounting of Polygraphic International B.V. are to be used as legal evidence.

## Article 14 - Costs

All costs judicial or not that have to be made in his right by Polygraphic International B.V. in order to comply the customer to his obligations, will be invoiced to the customer. The minimum value of the costs will be of 250,00 euro.

## Article 15 – Governing law

On all agreements will be valid the Dutch law system.

## Article 16 - Disputes

Any controversy or claim arising out of or relating to the agreement, shall be settled by arbitration, in accordance with the Dutch law system, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to reasonable attorneys' fees.

## Article 17 – Author's rights

The author's right for these Terms & Conditions are for Polygraphic International BV Nieuwegein. These Terms & Conditions may not be copied entirely or partially in any way, without written permission from this company, except for own use.

## Article 18 - Validity

These Terms & Conditions are remitted by Chamber of Commerce Utrecht under number 30195342 and they are valid starting with date 21-04-2004.