

**DESSAIN H. N.V. - DESSAIN PRINTING CONDITIONS OF BUSINESS****GENERAL PROVISIONS**

The present general conditions and business practices shall apply to all the quotes, tasks, agreements and supplies and these conditions shall govern the construction of the contract between the client and the supplier, notwithstanding any inconsistencies which may arise as between these conditions and any other terms that the client may seek to impose.  
Not applying a part or the whole of the present business conditions by the supplier doesn't implicate that in the future this non-application will remain valid.

**Article 1**

The client is the party who places the order, and the supplier is the party who agrees to execute the order.

**Article 2**

The sending to the supplier of production elements (raw materials, models, copies and/or computer files, etc.) with the request, without express reservation, to supply a proof or draft, brings with it the commitment to entrust the work to this supplier or at least to compensate him for the costs incurred. However, the supplier is supposed to accept the order after receiving a written confirmation or after production costs have been made by the supplier.

**Article 3**

The quotes of the supplier are free of commitment and are subject to sale or adequate stocks. In the event that the salaries and/or the prices of the raw materials increase, the prices quoted are reviewed accordingly and this even after the contract was made. The quotes of the supplier are always drawn up exclusive of taxes which, in all cases, are borne by the client. The period of validity of a quote is one month for an order to be completed within three months. The price quoted is valid only for the task stated in the quote. Changes in the technical specifications which are requested by the client and which are feasible may lead to a price review. Prices in a currency other than EUR may be changed in case of currency depreciation.

**Article 4**

In the case of combined price quotes, there is no obligation to supply a part of the order against payment of the corresponding part of the total price.

**Article 5**

Any person or company that places an order with the request to invoice the job to a third party remains personally responsible for the payment thereof, even if the supplier has given his agreement to this mode of invoicing, except in cases where the third party has co signed the order form.

**REPRODUCTION RIGHTS AND USE OF THE SUPPLIER'S NAME****Article 6**

The supplier is not responsible for infringements of the reproduction rights held by third parties if he executed the printing or production order in good faith. Only the client is liable. Any dispute regarding reproduction rights suspends the performance of the order without the client having any right to a damage claim.

**Article 7**

If the law so requires, the client may not oppose the use of the supplier's name, even if the name of a publisher or intermediary, advertising agent or other parties already appears on the printed work.

**TYPESETTING, MATERIALS OF THE SUPPLIER, PROOFS AND "READY FOR PRESS"****Article 8**

The supplier is not responsible for the typographic quality of the ready to print models or files of any completed pages which he receives from the client.

**Article 9**

In the event that the client places materials at the disposal of the supplier, such materials must be delivered on time (taking account of the order schedule) to the premises of the supplier, properly packaged and carriage paid. The signing for receipt of the transport documents confirms only receipt of the materials.

In the event that the client sends prepress materials in digital form without a printed version thereof, the supplier does not bear any responsibility whatsoever for the results of the exposure.

In the event that the client places computer files at the disposal of the supplier, he must store the original files himself and he is responsible for the quality of such files.

With the exception of malicious damage and professional negligence on the part of the supplier, his personnel or his subcontractors, any difficulties or delay during production caused by problems with supplied materials shall extend the deadline and increase the price by the amount of the additional costs, as press standing time, incurred by such problems.

**Article 10**

At the request of the client, the supplier shall provide a low resolution proof or laser print, blueprint or imposition proof. Any calibrated proofs in high resolution shall result in extra costs. If the client does not request a proof, the supplier shall under no circumstances be responsible for the quality of the end product.

**Article 11**

The supplier is not responsible for word splitting errors, spelling, linguistic or grammatical errors. The client is allowed to deliver a new digital document. Any changes whatsoever to the original order (new digital document, new technical specifications, in the formats, in the printing or binding work, etc.) made in writing or in any other manner by or in the name of the client, shall be charged to the client as a supplement and shall extend the deadline. This also applies in the case of machine downtime pending the "ready for press". Any changes made verbally or by telephone shall be carried out at the risk of the client.

**Article 12**

The sending by the client of a dated and signed "ready for press" discharges the supplier of any liability for the errors or omissions that come to light during or after the printing. The "ready for press" remains the property of the supplier and serves as documentary evidence in the event of a dispute.

**STORAGE****Article 13**

In the event that the Client wishes the supplier to store production elements such as digital documents, etc., he shall agree this in writing with the supplier before the execution of the order. Such items are stored at the risk of the client who expressly discharges the supplier of any responsibility in connection with such storage (including loss or damage), except in the case of malicious damage or professional negligence on the part of the supplier. Offset-printing masters are never stored.

**DELIVERY DEADLINES****Article 14**

The deadlines stipulated in writing at the time of placing the order shall only start from the working day following the handing over of the necessary elements. The agreed delivery deadlines are extended at least to cover the period during which the Client has failed to deliver the necessary elements or to return the rectified proofs and the "ready for press".

All circumstances such as cases of force majeure, war, civil war, mobilization, riots, strike and lockout, either on the premises of the supplier or on the premises of his suppliers, breakdown of machinery, fire, breakdown of means of transport, difficulties with supplies of raw materials, materials and power and restrictions or prohibition imposed by the authorities or which hinder, scale down or delay the execution of the order by the supplier or which result in extraordinary difficulty with regard to the performance of the commitments undertaken by him discharge the supplier from any liability and allow him, according to the case in question, either to reduce his commitments or to cancel the agreement or to suspend the execution thereof, it being understood that he shall not be held to pay any compensation for damages.

**DEROGATIONS****Article 15**

For paper, cardboard and book binders' materials incorporated by the supplier, the client accepts the tolerances stated by the manufacturers of such materials.

The client may supply and deliver 5% (with a minimum of 100 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 200 copies) more or less than the number of copies ordered. The reduction or increase in the number of copies shall be charged at the price of additional copies.

**Article 16**

All orders are executed with the normally available raw materials. Special requirements such as ink light stability, suitability for foodstuffs, etc. shall be stipulated in writing by the client at the time of the price request. In the event that such requirements are stipulated at a later date, this may result in a price adjustment.

Total consistency of the colours to be reproduced, the perfect unalterability of the inks and the perfect unalterability of the inking and of the register are not guaranteed.

Any derogations specific to the nature of the work to be executed shall be accepted expressly by the client.

**COMPLAINTS AND RESPONSIBILITY****Article 17**

Under penalty of loss of rights, the client shall send any complaint or protest by registered letter to the supplier at the latest within 5 working days following receipt of the first delivery of goods. In the event that the client does not take reception of the goods, the period of 5 working days starts from the date of the invitation to receive the goods, or otherwise from the invoice date.

In the event that the supplier does not receive any complaint within this period of 5 working days, it shall be considered that the client has accepted all the goods in full. If the client uses part of the goods or has them dispatched to third parties by post or for distribution to a distribution company, it shall be considered that he has accepted the entire run.

Any nonconformities affecting part of the delivered goods do not entitle the client to refuse the entire dispatch.

**Article 18**

The supplier is not liable for any costs or any indirect damage to the client, for example : loss of profit as a result of any shortcomings to a part or the whole of the delivered goods.

The responsibility of the supplier is limited to taking back nonconforming copies, which shall be settled at the price of the additional copies.

**MATERIALS OF THE CLIENT RISK****Article 19**

The delivery takes place on the premises of the supplier. Packaging and transport shall be borne by the client. The risk to the goods during transport shall be borne by the client. The agreement of the supplier to take care of the transportation doesn't mean that he will borne the risk of transport, this remains at the responsibility of the client.

**Article 20**

All goods (paper, films, information supports, etc.) which are entrusted to the client and are on the premises of the supplier shall remain for the account of and at the risk of the client, who expressly discharges the supplier from any responsibility whatsoever, including in the event of damage or loss, whether partial or whole, for any reason whatsoever, except in the case of malicious damage, professional negligence on the part of the supplier, his personnel or his subcontractors.

This also applies in the case of goods which are intended for the client. The storage costs are charged from the date notified to the client.

In the event of nonpayment by the agreed date, any such goods may be retained as guarantee and pledge for the amounts outstanding.

The storage cost for paper reels is 3.75 EUR per ton per week.

Goods entrusted to the supplier may be compelled to be sold if they were not taken back by the client a year after the supplier has demanded with a registered writing to take back the goods and this in accordance with the law of 21.02.1983 concerning the sale of abandoned goods.

**PAYMENT****Article 21**

Depending on the financial credibility of the client, the supplier shall be entitled to request a proper guarantee even if a part of the contract has already been fulfilled. If the client fails to supply the requested guarantee, the supplier preserves the right to suspend the whole or a part of the order. In this case the client can make no damage claim.

**Article 22**

Bills, cheques, warrants or receipts do not constitute any novation or derogation. An interest of 12 percent on annual basis shall be charged ipso jure and without notice of default from the due date on any unpaid invoice.

If the invoice is not paid in principal nor the interest within fourteen days after the sending of notice of default by registered letter, the amount outstanding shall be increased by an additional compensation for damages conventionally set at 10% of the amount payable on the due date with a minimum of 50 EUR.

Furthermore, the supplier shall be entitled to request immediate payment of any and all invoices not yet falling due and of any and all amounts for which the supplier has granted an extension of payment to the client. Moreover, the supplier shall then be entitled to suspend the execution of existing contracts and to submit the continuation of the order to the advance payments of the totality of the outstanding sums of the contract, including the part which had not been fulfilled.

The supplier reserves the right to stop the execution of any order in the case in which the supplier has unpaid and outstanding debt towards the state.

**Article 23**

In the event of delivery on demand, the invoice amount of the total order shall be invoiced upon first delivery.

**Article 24**

The client only becomes owner of the purchased goods once the complete amounts have been paid in full. However, the risks to which the goods may be exposed shall be borne by the client as soon as such goods are placed at his disposal.

**SUSPENSION OF AN ORDER****Article 25**

In the event that the execution of an order (or part of it) is suspended prematurely at the request of the client, all the spend working hours and the expenses made by the supplier are to be paid by the client (such expenses are amongst others: reserved production capacity, reserved subcontracting and storage).

This indemnification is fixed estimated as following:

- in relation to a request to suspend an order prematurely and which has been communicated to the supplier more than 20 working days prior to the agreed delivery date of the prepress documents: 10% of the agreed price for the concerned order, excluding VAT;

- in relation to a request to suspend an order prematurely and which has been communicated to the supplier 20 working days or less prior to the agreed delivery date of the prepress documents: 20% of the agreed price for the concerned order, excluding VAT;

Subject to a written approval an order can never be suspended for a period which is longer than 40 working days.

**CANCELLATION / TERMINATION OF AN ORDER****Article 26****26.1 Cancellation of orders with a one time performance**

In the event that a non-repetitive order is cancelled at the request of the client or if the order is reduced with more than 25% of the ordered amount of copies, the client has to pay all the spend working hours and the expenses made by the supplier as well as everything that could have been gained by the supplier.

This indemnification is fixed estimated as following:

- in relation to a cancellation of the whole or part of an order and which has been communicated to the supplier more than 20 working days prior to the agreed delivery date of the prepress documents: 50% of the agreed price for the concerned order, excluding VAT;

- in relation to a cancellation of the whole or part of an order and which has been communicated to the supplier 20 working days or less prior to the agreed delivery date of the prepress documents: 75% of the agreed price for the concerned order, excluding VAT;

**26.2 Termination of orders with successive performances**

In the event that an order with successive performances is cancelled at the request of the client or if the amount of copies is reduced with more than 25% of the agreed amount of copies, the client also has to pay according to the principles of article 26.1 of the present conditions of business.

This indemnification is fixed estimated as following:

- in case of a co-operation with a limited duration: 15% of the value of the part of the order which has not been executed, excluding VAT, and with a minimum of 3 times 15% of the average monthly turn over, excluding VAT, which has been realised during the last 12 months (or, where appropriate, the part of these 12 months) preceding the termination of the collaboration

- in case of a co-operation with a indefinite duration: 3 times 15% of the average monthly turn over, excluding VAT, which has been realised during the last 12 months (or, where appropriate, the part of these 12 months) preceding the termination of the collaboration

**NULLITY JURISDICTION****Article 27**

The nullity of a clause of these Conditions of Business, or part of it, does not imply the nullity of any other clause.

**Article 28**

All disputes shall be referred to the courts of the territory in which the seat of the company of the supplier is located. (Version 141211.v3)