

**Selection of the delivery conditions of New Edition BV, Nieuwegein, Holland.
(Registered 09.02.1996 nr. 3180 at the Chamber of Commerce, Breda)**

- Art. 3.2 Any offers made by the supplier shall always be without engagement and can solely be accepted without any deviations. An offer shall in any case be deemed to have been rejected if it has not been accepted within a month. An offer shall be understood to mean a proposal made by the supplier to enter into a contract which is defined in such a manner as to result into a contract immediately upon acceptance of the proposal concerned.
- Art. 9.1 A delivery time stated by the supplier shall only be of an indicative nature unless it has been explicitly stated in writing that it concerns a latest delivery time. The supplier shall, even when a latest delivery time has been agreed, only be in default after notice of default has been served on him by the principal.
- Art. 9.2 The supplier shall no longer be bound by an agreed latest delivery time if the principal requires changes to be made in the specifications of the work or if he fails to comply with the stipulations of paragraph 1 of article 12 of the present terms and conditions, unless the minor significance of the change or the minor delay does not reasonably necessitate the supplier to make any changes in his initially planned use of the product in capacity time.
- Art. 10.1 The principal shall be obliged to inspect with due haste whether the supplier has performed the contract properly and shall furthermore be obliged to inform the supplier immediately in writing if the contrary appears to him. The principal shall carry out the inspection referred to above and give the relevant notice at the latest 14 days from delivery.
- Art. 10.2 The supplier shall always be entitled to replace an earlier improper presentation with a new proper presentation, unless the default cannot be remedied.
- Art. 10.3 The performance of the contract shall be considered to be a proper performance if the principal has failed to carry out the inspection or to give notice as referred to in paragraph 1 of this article in time.
- Art. 10.5 The supplier's prestation shall in any case be considered to be a proper prestation between the parties if the principal has put into use, processed, worked or delivered to third parties the goods or part of the goods delivered or if he has caused same to be put into use, processed, worked or delivered to third parties, unless the principal has observed the stipulations contained in the first paragraph of this article.
- Art. 11 The principal shall bear the risk of misunderstandings with regard to the contents and implementation of the contract if such misunderstandings are caused by the fact that the supplier failed to receive or failed to receive correct, timely or complete specifications or other communications that were made orally or by a person designated by the principal for that purpose or that were transmitted while using any technical means such as the telephone, fax and similar transmission media.
- Art. 12.3 The supplier shall not be liable for any deviations errors and faults that remained unnoticed in the proofs that were approved or corrected by the principal.

- Art. 13.1 Deviations between, on the one hand, the work supplied and, on the other hand, the original design, drawing, copy, manuscript or model and the printing proofs, typesetting proofs or other proofs respectively, cannot constitute a ground for rejection, discount, the setting aside of the contract or damages, if such deviations are of minor importance.
- Art. 13.4. Deliveries in excess or short of the number agreed shall be allowed if such deliveries are not in excess or short of following percentages.
- number of copies up to 20.000: 10%
- number of copies in excess of 20.000: 5%
However, with regard to excess or short deliveries of packing printwork, labels and continuous forms a percentage of 10% shall always be allowed. The number delivered in excess or short of the agreed number shall be charged or deducted.
- Art. 16.1 All things produced by the supplier such as means of production, semi-manufactured products and aids and in particular type, design drawings, models, working and detail drawings, data carriers, computer software, data files, photos, lithos, clichés, films, micro and macro mountings, printing plates, screen printing matrices, engravings cylinders, stereotypes, punching knives and moulds, (foil) matrices, embossing plates and peripheral equipment shall remain the property of the supplier even if they have been stated as separate items on the quotation, in offer or the invoice.
- Art. 17.4 The principal grants the supplier a lien on all things that are brought within the power of the supplier within the scope of the performance of the contract with the supplier, all this by way of extra security for all that the principal may owe to the supplier in whatever capacity or on whatever account, including non-exigible and contingent debts.
- Art. 17.5 All delivered goods remain property of New Edition till full payment has been received. Covering agreements will not only be the delivered goods, which have not been paid, but also delivered goods, which have been paid, up to the total amount of outstanding claims.
- Art. 20.2 The supplier shall not be liable for damages loss of whatsoever nature arising from or subsequent upon the principal having taken into use, processed, worked or delivered to third parties the things produced or having caused same to be taken into use, processed, worked or delivered to third parties after the delivery thereof.
- Art. 20.3 The supplier shall, further, not be liable for damage in the form of loss of turnover or loss of goodwill in the business or profession of the principal.