

DELIVERY TERMS AND CONDITIONS BOOQI MEDIA SOLUTIONS B.V.

Article 1: Definitions

In these delivery terms is intended by:

- a. Client: the natural or legal person who has ordered BooQi to manufacture matters or to conduct activities;
- b. BooQi Media Solutions BV (in the following referred to as: “**BooQi**”): the legal person who has accepted the assignment under a or has issued a quotation or offer preceding a potential assignment, that is, the contractor;
- c. Information carriers: magnetic tapes and discs, optical discs and all other means intended for the recording, processing, sending, or multiplying or rendering public with the aid of devices of texts, images, or other data.

Article 2: General

- 2.1. These general conditions are applicable to all activities, design and samples, matters, products, services, and documents, such as quotations, agreements, and deliveries of BooQi. If one or more provisions in these general conditions are void or are annulled, the other provisions of these general conditions remain fully applicable.
- 2.2. General (purchasing) conditions of the Client and the applicability thereof are hereby explicitly rejected. General (purchasing) conditions of the client, in addition, are only applicable if it has been expressly established in writing that they will be applicable to the agreement between parties to the exclusion of the present delivery terms.

Article 3: Quotations, offers

- 3.1. The simple issuing of a price indication, budget, pre-calculation or a similar announcement, whether or not referred to as a quotation, does not oblige BooQi to conclude an agreement with the client.
- 3.2. All information in quotations or offers, including samples and design, are indicative, which applies especially with regard to the dimensions, printing quality, pixels, folds, design, and the likes.
- 3.3. Offers of BooQi are always non-committal.

Article 4: Cancellation

The client has the right to cancel an agreement before BooQi has started with the implementation of the agreement, on condition he reimburses the damage incurred by BooQi as a result. Included in such damage are the losses and lost profit incurred by BooQi and in any event the expenses that BooQi has already sustained in preparation, also including those for reserved production capacity, purchased materials, samples, layout and time spent in connection with design, services called in, and storage.

Article 5: Price

- 5.1. All quoted prices are exclusive of sales tax (VAT) and other government-imposed levies.

- 5.2. The price that BooQi has indicated for the performance to be conducted by it exclusively applies for the performance in conformity with the specifications agreed upon.
- 5.3. In case of combined offers, no obligation exists to deliver a part of the total performance against the amount indicated for this part in the quotation or against a proportional part of the price quoted for the whole.
- 5.4. If no price is established between parties, but parties have concluded one or several agreements with the same or practically the same content during one year preceding the agreement, the price will be calculated on the basis of the production methods used thereby and on the calculation rates applied.
- 5.5. If, outside of the application of what is stipulated in the previous section of this article, no price is established between parties, if a price was issued only as a manner of estimation, or if the established price pursuant to these general conditions can be modified, the price or the modification respectively is determined at an amount considered reasonable in the graphical industry.
- 5.6. BooQi has the right to increase the established price or is bound, respectively, to lower the price, if the client applies changes to the specifications originally established, thereby also including author's corrections or altered instructions after receipt of the working drawings, models, and of typesetting, printing and other proofs. Within the limits of what is reasonable, BooQi will collaborate with these changes if at least the content of the performance to be conducted by it does not essentially deviate from the originally established performance.
- 5.7. Extra laborious text, unclear copies, sketches, drawings or models, unsound information carriers, unsound computer software or data files, an unsound manner of supplying the materials or products to be delivered by the client and all similar supplies by the client that compel BooQi to sustain more activities or costs than it was reasonably allowed to expect upon entering into the agreement, constitute grounds to increase the established price. Also extraordinary or reasonably unforeseeable processing issues flowing from the nature of the materials and products to be processed constitute grounds to increase the established price.

Article 6: Payments

- 6.1. Unless established otherwise, the client must pay the price and the other amounts payable pursuant to the agreement within 8 days after invoice date, without being able to appeal to any discounts, setoffs, or suspensions. In case of late payment, the client falls into default without a default notice from BooQi being required.

- 6.2. The term referred to above is a strict time limit.
- 6.3. BooQi has the right in case of a delivery in batches agreed upon, to ask for payment, after delivery of the first batch, besides for this part for the costs incurred for the entire delivery, such as those of the work, lithographs, and proofs, as well.
- 6.4. Regardless of the established payment terms, the client is bound upon first request of BooQi to lodge security for the settlement of the amounts payable pursuant to the agreement to BooQi. The security offered will have to be such, that the claim, including any possible interest and costs incumbent upon it, will be adequately covered and that BooQi will be able to avail itself thereof without any difficulty. Such security as may have become insufficient later on will upon first request of BooQi have to be supplemented up to a sufficient security.

Article 7: Delivery and term of delivery

- 7.1. A delivery term submitted by BooQi, unless it is indicated expressly and in writing that it regards an expiry date, only has an indicative tenor.
- 7.2. The binding of BooQi by an established time limit for delivery lapses if the client wishes modification of the specifications for the work unless the minor significance of the modification or the minor delay does not reasonably force BooQi to modify the deployment originally determined methodically over time of production capacity.
- 7.3. Upon the implementation of the agreement by BooQi, the client is bound to do everything that is reasonably required or desirable to enable timely delivery by BooQi, such especially by the answering without delay of questions from BooQi, the prevention of defective supplies.
- 7.4. In case of non-compliance by the client with what is stated in the preceding section of this article, an established final delivery term is no longer binding, and the client falls into default without a written default notice from BooQi being required. In such case, BooQi is authorised, without prejudice to the rights falling to it pursuant to the law, to suspend compliance with the agreement until the client has restored such default. Subsequently, BooQi will still carry out the agreement within a reasonable term.
- 7.5. Delivery of the purchased matters or works occurs ex-factory.
- 7.6. The transport of the purchased matters takes place at the expense and risk of Client, unless it is established otherwise in writing. In the event BooQi were to render assistance by order of Client for the transport and/or take care of the operational part of the transport, then the transport remains at the expense and risk of Client.

Article 8: Investigation upon delivery and complaint obligation

- 8.1. The client is bound with due speed to investigate after delivery whether BooQi has properly complied with the agreement and is furthermore obliged to inform BooQi forthwith in writing as soon as the contrary becomes apparent to him. The client must carry out the investigation and the make the relevant

notification within 8 days after delivery at the latest.

- 8.2. BooQi always has the right to substitute an earlier defective performance by a new sound performance, unless the failure cannot be restored.
- 8.3. Compliance with the agreement is deemed proper between parties if the client has failed to timely take care of the investigation or the notification as intended in section 1 of this article.
- 8.4. The performance of BooQi is deemed proper between parties in any case if the client has put to use, has handled or processed, or has delivered to third parties the delivered matters or a part of the delivered matters, or, respectively, has had put to use, has had handled or processed, or has had delivered to third parties the delivered matters or a part of the delivered matters, unless the client has observed what is stipulated in the first section of this article.
- 8.5. Complaints or claims regarding the delivered matters must be reported by Client within 8 days after the date of delivery in writing to BooQi. Legal procedures must be filed within one year following the first written report. A later report or a legal procedure filed too late leads to the lapsing of all rights and claims of Client that are related to the relevant complaint.

Article 9: Content and modification agreement

The client bears the risk of misunderstandings regarding the content and implementation of the agreement if they have their origins in BooQi not, not correctly, not timely, or incompletely received specifications or other announcements that were made verbally or by a person designated to this effect by the client or that were transmitted by way of any technical means such as the phone, the fax, and similar transmission media.

Article 10: Samples

- 10.1. The client is obliged to carefully investigate the samples received from BooQi, whether or not upon his own request, for errors and defects and to send them back corrected or approved to BooQi with all due speed.
- 10.2. BooQi is not liable for deviations, errors, and defects that have remained unnoticed in the proofs approved or corrected by the client.
- 10.3. Every sample manufactured upon request of the client is billed in addition to the established price, unless it is expressly agreed that the costs of these samples are included in the price.

Article 11: Third parties

- 11.1. BooQi is allowed upon the implementation of the assignment or the manufacturing of the work to deploy third parties. When deploying third parties, BooQi will consult the client as much as possible beforehand and in case of the selection of third parties observe due diligence. BooQi is not liable for shortcomings of such third parties. If a deployed third party wishes to limit his liability, BooQi is authorised, also on behalf of the client, to accept such limitation of liability, or at least use such to counter client.

Article 12: Deviations

- 12.1. Deviations between the delivered work on the one hand and the original design, drawing, manuscript or model or samples respectively on the other cannot constitute grounds for rejection, discount, rescission of the agreement or compensation of damages, if they are of minor significance.
- 12.2. In case of the evaluation of the question whether deviations in the whole of the work must be considered minor or not, a representative sample from the work is taken in consideration, unless it regards individually determined matters.
- 12.3. Deviations that, taking into consideration all circumstances, reasonably do not have an impact, or only in a minor way, on the functional value of the work are always deemed to be deviations of minor significance.
- 12.4. With regard to the quality and the weight in grams of paper and cardboard are designated as deviations of minor importance the deviations that are permitted pursuant to the tolerance standards stated in the General Delivery Terms of the paper suppliers' association 'Vereniging van Papiergroothandelaren'. The terms and conditions in case are available for perusal at BooQi. BooQi will send the client a copy of these conditions upon the latter's request free of charges.
- 12.5. Deviations to the other materials and semi-manufactured products used by BooQi that are permitted according to the general sales conditions relative to the delivery of these materials and semi-manufactured products are designated as deviations of minor significance. The conditions in case are available for perusal at BooQi. BooQi will send the client a copy of these conditions upon the latter's request free of charges.

Article 13: Intellectual property

- 13.1. All intellectual property rights flowing from the assignment fall to BooQi. That means that unless expressly established otherwise in writing, BooQi remains the rights holder to the intellectual property that may arise concerning the works manufactured by it upon complying with the agreement, such as manuscripts, typesetting, design drawings, models, samples, designs, work- and detail drawings, information carriers, computer software, data files, photographic footing, lithographs, films, and similar production and auxiliary aids, even if the relevant activities are indicated in the offer, quotation, or invoice as a separate item.
- 13.2. By intellectual property rights are intended, amongst other things, all rights regarding copyrights, patent rights, and model rights.
- 13.3. The works/matters to which section 1 is applicable, are, e.g., computer hardware, software, designs, design sketches, audio files, illustrations, moulds, scale models, models, set-ups, materials, and prototypes
- 13.4. Only BooQi is authorised to have the rights as stated in section 2 deposited or inscribed in a register.
- 13.5. Client safeguards BooQi against all claims by third parties and client's own intellectual

property rights vis-a-vis the matters provided by client as stated in section 3.

- 13.6. The investigation of intellectual property rights to matters supplied by Client must occur at the expense and risk of Client.
- 13.7. The name of BooQi must be indicated, unless the work is not suitable for this, on their delivered work.
- 13.8. Both parties do not have to keep the works realised for the purpose of the assignment after completion of the assignment or termination of the agreement.
- 13.9. Sections 1, 2, 3, 4, 5, 6, 7, and 8 can only and exclusively be deviated from if it has been established in writing.

Article 14: License

- 14.1. The client only and exclusively acquires a license, unless established otherwise in writing, for using the work, the design, the products or samples of which BooQi is the intellectual property rights holder. Client does not have the right to multiply or provide to third parties or competitors of BooQi the work, the product, the design, or this license without the permission of BooQi.
- 14.2. The license is limited to what is established in writing, is personal, and is not transferable in any manner, unless established otherwise in writing.
- 14.3. If client modifies, maims, impairs, and uses the preliminary or the definitive design in another manner than was established, the client owes BooQi a reimbursement of at least three times the established fee, or a compensation that is, by standards of reason and fairness, proportional to the breach of the copyrights of BooQi
- 14.4. Section 3 is also applicable to natural and/or legal persons, also including legal entities that client is the owner of, becomes the owner of, or is a part of, the client has changed its name into, or that can be traced back to the client, in the sense of partner, shareholder, or employee, whether or not by order of or through the approval of client.
- 14.5. The burden of proof with regard to the preceding sections 4 and 5 that client will not violate the copyrights of contractor lies with the client at all times.
- 14.6. The license will come to lapse if:
 - a. client does not comply with his (payment) obligations vis-à-vis BooQi. If the shortcoming is of minor significance with regard to the entire assignment, the license does not or partially lapses;
 - b. client withdraws, cancels, terminates, or rescinds the assignment.
- 14.7. With due regard for the interests of the client, BooQi reserves itself the right to use the design for its own promotional purposes.

Article 15: Property means of production

- 15.1. All matters manufactured by BooQi such as means of production, semi-manufactured products, and tools and especially typeset, design drawings, design, models, work and detail drawings, information carriers, computer software, data files, photographic footing, lithographs, films, micro and macro edits, printing plates, screen-printing moulds, deep-

printing cylinders, stereotypes, die-cut blades and forms, (film) embossing forms, stamp plates and auxiliary equipment remain the property of BooQi, even if they are listed in the quotation, in the offer or on the invoice as a separate item.

- 15.2. BooQi is not bound to hand over the matters intended in section 1 to the client.
- 15.3. BooQi is not bound to keep the matters intended in the first section of this article for the client. If BooQi and the client establish that these matters will be kept by BooQi, this occurs for the duration of at most one year and without BooQi guaranteeing suitability for repeated use.

Article 16: Materials and products supplied by the client

- 16.1. If the client has established with BooQi that the client will supply material or products to be imprinted or processed, he must take care for this supply in a manner which can be considered timely and sound for the purpose of a normal methodical production. The client will ask for instructions from BooQi to such effect.
- 16.2. The client is bound, besides the material required for the established performance or the products required for this, to provide a reasonable quantity for tests for the processing in case, losses and the likes as well. The client will ask for indications from BooQi to such effect. The client guarantees that BooQi will receive a sufficient quantity. The confirmation of receipt of the material or the products by BooQi does not imply acknowledgement that a sufficient quantity, or the one indicated on the transport documents, has been received.
- 16.3. BooQi is not bound to investigate the matters received from the client for suitability prior to the imprinting or the processing to such effect.
- 16.4. BooQi cannot be held accountable for the falling short in compliance with the agreement if this finds its origins in extraordinary, or for BooQi reasonably unforeseeable, processing issues flowing from the nature of the materials or products supplied by the client, nor in the event that it is the result of deviations between the sample originally shown to BooQi and the materials or products supplied by the client for the print run later on.
- 16.5. BooQi does not guarantee characteristics such as shelf life, adhesion, gloss, colour, light or colour fastness, if the client does not, at the latest upon entering into the agreement, has submitted the characteristics and nature of the materials or products supplied by him and has not provided sound information regarding the pre-processing applied and the surface processing applied.
- 16.6. Unless expressly established otherwise, BooQi can neither be held accountable for the loosening, sticking, blemishing, changing of the gloss or colour, nor for the damaging of material and products received by them from the client and to be imprinted or processed by them if they have undergone pre-processing such as through the application of lacquer, varnish, or anti-blemishing powder.
- 16.7. BooQi has the right to dispose of the remainders such as cutting waste etc. of the materials and products supplied by the client as if they were their property. The client is bound

upon request of BooQi to pick up the unused materials and products, as well as the leftovers, at BooQi.

- 16.8. The client is bound to make sure that, prior to the provision to BooQi of manuscripts, a drawing, design, photographic footage or an information carrier, a duplicate is made of such matters. The client must keep such under his control for the event that the matters handed over are lost during keeping by BooQi or they become unusable due to damaging. In such case, the client must provide BooQi upon request with a new copy against refunding of the cost of the material.
- 16.9. The client grants BooQi a lien to all matters that are brought under the control of BooQi by him in the context of compliance with the agreement with BooQi, such for the increased security of everything that the client may owe to BooQi in any capacity and on any account whatsoever, thereby also including non-exigible and contingent liabilities.

Article 17: Force majeure

- 17.1. Shortcomings of BooQi in complying with the agreement cannot be attributed to them if such cannot be blamed on their fault, nor are their responsibility pursuant to the law, the agreement, or to commonly held opinion.
- 17.2. Shortcomings of BooQi in complying with the agreement as a consequence of war, mobilisation, riots, flooding, shipping closed down, other blockages in transport, stagnation in, or respectively the restriction or ceasing of supplies by the utilities companies, lack of gas, petroleum products or other means for power generation, fire machine breakdown and other accidents, strikes, exclusions, actions by labour unions, export restrictions, other government measures, non-delivery of necessary materials by third parties, wilful intent or gross fault of helpers and other similar circumstances, are designated as non-attributable to BooQi and do not confer the right to the client to rescind the agreement or to compensation for damages.

Article 18: Liability

- 18.1. The liability of BooQi on account of the agreement with Client is limited to the amount that in the relevant case is disbursed to client under the liability insurance of BooQi, increased by the effective deductible. If and to the extent for whatever reason no disbursement pursuant to the aforementioned insurance were to take place for whatever reason, any liability of BooQi is limited to an amount of a maximum of EUR 500. If what is billed by BooQi and the sum paid by the Client is lower, then any liability is limited to the amount equal to the paid sum.
- 18.2. BooQi is not liable for damage of whatever nature that arises because of or after client has commissioned the manufactured matters following delivery, has handled or processed them, has delivered them to third parties or has let, respectively, them be commissioned, has let them be handled or processed, or let them be delivered to third parties.
- 18.3. BooQi is never liable for indirect damage, also including consequential damage, loss of profit,

missed savings, and damage due to operational stagnation, on the part of Client.

- 18.4. Nor is BooQi liable for damage to the material or products received by them from the client to be imprinted, handled, or processed by BooQi, if the client has not communicated to BooQi, no later than upon entering into the agreement, the characteristics and the nature of these materials or products and sound information about the pre-processing applied and the surface processing applied.
- 18.5. If BooQi is held accountable in the matter of any damage for which he is not liable pursuant to the agreement with the client, that is, the present delivery terms, by a third party, the client will indemnify them completely and refund BooQi for everything that they must pay to such third party.

Article 19: Sanctions clause

- 19.1. In case Client hands over, lets peruse, renders available or provides, or lets process or manufactures samples, design, artwork, model rights, copyrights, or other IP-rights (to works) of BooQi, both the physical specimen and the data files thereof, without the explicit written consent of the management of BooQi, to/by third parties or competitors of BooQi that run a comparable business and/or deliver comparable products and/or provide comparable services as BooQi or if Client violates other provisions from article 13 and 14 of these general conditions, then Client forfeits, through the simple act of violation thereof, to the benefit of BooQi, an immediately and instantly payable fine, without requiring a default notice or judicial intervention to such effect, to the amount of EUR 20,000 per violation, as well as a fine equal to EUR 1,000 for every day that the violation or non-compliance continues, without prejudice to the right of BooQi to claim compensation of damage from the Client exceeding the present sanctions clause, to the extent disbursed to them.
- 19.2. This sanctions clause was also written based on the idea that BooQi wishes to protect itself for the situation in which it prepares design and artwork for (potential) Clients who subsequently place their orders for production elsewhere and thereby make illegitimate use of such artwork and designs and the associated IP-rights of BooQi.

Article 20: Applicable law & choice of court

- 20.1. All legal relationships between BooQi and client to which the present general conditions are applicable are governed by Netherlands legislation.
- 20.2. The court of law within the district where BooQi is established is exclusively competent to hear disputes between BooQi and client, unless provisions of mandatory law prescribe differently.