

GENERAL TERMS AND CONDITIONS OF PURCHASE
of PRINT PROOF SOLUTIONS B.V., with registered office at Brummen, and all its affiliated companies
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1. Definitions

'Terms and Conditions of Purchase':	these General Terms and Conditions of Purchase of PRINT PROOF SOLUTIONS B.V.;
'Supplier':	the party from whom PRINT PROOF SOLUTIONS B.V. is purchasing goods and/or services or to whom PRINT PROOF SOLUTIONS B.V. is (sub)contracting work;
'Supply':	the goods or services to be supplied or the work to be performed;
'PPS':	PRINT PROOF SOLUTIONS B.V. and the relevant affiliated companies of PRINT PROOF SOLUTIONS B.V.;
'Affiliated companies':	legal persona and companies as intended by Sections 24A and 24B, Book 2, of the Netherlands Civil Code.

2. General

2.1 THE APPLICABILITY OF THE SUPPLIER'S GENERAL TERMS AND CONDITIONS IS EXPLICITLY EXCLUDED.

- 2.2 The Terms and Conditions of Purchase apply to all legal relationships of PPS whereby PPS acts as a (potential) buyer of goods or services or as a (potential) party contracting out work.
2.3 Deviation from the Terms and Conditions of Purchase is possible only if agreed in writing.
2.4 For the purposes of these Terms and Conditions of Purchase, 'in writing' is also defined as: by facsimile message, e-mail, EDI, the Internet, or other electronic media.

3. Contract

- 3.1 All offers of the Supplier are irrevocable and valid for ninety (90) calendar days, unless agreed otherwise.
3.2 PPS is entitled to terminate any negotiations at any time without giving reasons and without any obligation for compensation of any kind whatsoever.
3.3 A contract or a change therein shall take effect between PPS and the Supplier only in the event that the Supplier has signed the order form and returned it to PPS, or when PPS has accepted an offer of the Supplier in writing, or when the Supplier has commenced the performance of the Supply in accordance with the PPS order form. PPS is entitled to revoke any of the orders it has placed so long as the Supplier has not signed and returned the PPS order form to PPS.
3.4 If other provisions have been agreed in the contract between PPS and the Supplier than those in the present Terms and Conditions of Purchase, the specific provisions in the contract shall prevail.
3.5 If PPS refers in the contract or the corresponding appendices to technical regulations, safety regulations, quality requirements or other regulations or requirements which are not appended to the contract, the Supplier shall be deemed to be acquainted with their contents, unless it notifies PPS in writing to the contrary without delay. PPS shall in that case provide the Supplier with further details of the said regulations or requirements.
3.6 If use is made in the performance of the contract of drawings, specifications, instructions, inspection specifications and similar documents provided by or approved by PPS, these shall form an integral part of the contract.
3.7 Variations to the work (more or less work) will be accepted by PPS only when agreed in writing with a person duly authorized by PPS.

4. Delivery time and terms of delivery

- 4.1 Unless agreed otherwise, the Supply shall be Delivered Duty Paid (DDP, INCOTERMS 2000) at the address specified by PPS.
4.2 Agreed delivery times are regarded as firm. By the mere act of exceeding the delivery period, the Supplier shall be in default without further written notice.
4.3 If provision is made for a penalty on the grounds of a delayed delivery or performance, this penalty shall not waive PPS's right to claim damages under the law. In addition to the aforementioned penalty and damages, PPS is entitled to require Supplier to meet its contractual obligations or to terminate the contract.
4.4 If timely performance of the contract by the Supplier is not possible or is in imminent danger of being delayed, the Supplier shall inform PPS thereof without delay.
4.5 Partial deliveries may be made by the Supplier only with the prior consent of PPS and only when this does not result in increased costs for PPS. PPS may refuse to accept partial deliveries for which no prior consent has been given and return them for the account and risk of the Supplier. Delivery earlier than agreed shall always be subject to the prior written consent of PPS and shall not result in any change in the originally agreed terms of payment or warranty period.
4.6 In the event of PPS being unable to accept the Supply at the agreed time due to *force majeure*, default of its customers or a delay in delivery to its customers, or non-fulfillment or cancellation of the orders by customers, then the Supplier shall, at PPS's request, postpone the Supply, without additional costs for PPS, for a reasonable period of time determined by PPS.

5. Packaging and transport

- 5.1 Any special requirements set by PPS in respect of packaging, transport and/or security shall, provided that they are notified in a timely manner, be duly observed by the Supplier. PPS is entitled to return the Supply to the Supplier, for the account and risk of the Supplier, in the event of failure to comply with the above-mentioned requirements and provisions.
5.2 The Supplier undertakes to take back, at PPS's request and for the account and risk of the Supplier, the packaging materials used by the Supplier. PPS is also entitled to return such packaging materials to the Supplier for the account of the Supplier. Loan packaging provided by PPS shall be looked after with due diligence and insured by the Supplier and, if requested, returned to PPS at no charge.

6. Transfer of title and risk

- 6.1 Transfer of title to the Supply to PPS becomes effective as soon as the risk is transferred to PPS in accordance with the agreed Incoterm, in the absence of which the title is transferred on delivery to PPS at the agreed destination address. In the event of PPS making payment(s) prior to delivery, the title to the Supply shall be transferred to PPS at the time of payment, in proportion to the amount paid.
6.2 If it has been agreed that the Supplier shall bear the responsibility for installation or assembly, then the Supplier shall bear all risk until the installed/assembled Supply is accepted by PPS

in accordance with the provisions of Article 13, or, if no acceptance test has been agreed, until it has been commissioned.

- 6.3 If PPS provides the Supplier with goods for the performance of the contract, including raw materials, semi-finished products, materials and parts, models, specifications, drawings, software and information carriers, these goods shall remain the property of PPS. The Supplier shall keep these goods, in its capacity of lender, clearly marked as being the property of PPS, in safe custody and in good condition, such for the account of the Supplier, and shall bear all risk of loss or destruction of these goods. The Supplier is obliged to carry insurance for these goods, for its own account, during the time that it has these goods on loan. The Supplier shall ensure that these goods are used exclusively for the performance of the contract. The Supplier shall return these goods to PPS forthwith, for its own account, after the contract has been executed or has expired.
6.4 If the Supplier uses the goods provided to it in accordance with Article 6.3 to create other goods, these goods shall be regarded as goods created on behalf of PPS and the Supplier shall keep these goods for PPS being the owner.

7. Prices

- 7.1 The prices are firm, exclusive of VAT, and based on delivery in accordance with the agreed Incoterm.
7.2 Additional costs which have not been explicitly accepted in writing by PPS prior to delivery are not eligible for payment.

8. Payment

- 8.1 The Supplier shall send itemized invoices to PPS within thirty (30) days after delivery or acceptance.
8.2 Payment shall be made within ninety (90) days after receipt of the invoice by PPS.
8.3 Payment by PPS does not imply acknowledgement by PPS that the Supply complies with the contract.
8.4 If PPS does not make the contractual payments on time, written notice of default must be sent to PPS. In the event of PPS being liable to pay interest due to untimely performance of its payment obligations, this shall be equal to the refinancing interest rate of the European Central Bank (ECB).
8.5 PPS is entitled to set-off valid claims in money terms received from the Supplier against its own claims, or the claims of PPS's affiliated companies, which it has towards the Supplier.

9. Warranty and indemnity

- 9.1 Supplier is responsible for ascertaining exactly what is required for the Supply, failing which he shall be deemed to be acquainted with (a) the purpose for which the Supply is intended, and (b) the circumstances in which the Supply is to be made.
9.2 The Supplier warrants that:
(a) the Supply is complete and suitable for the purpose for which it is intended;
(b) the Supply is fully in accordance with the written requirements as set forth in the order, specifications, drawings, calculations and/or other documents provided by PPS;
(c) the Supply is of a good quality and free from defects in the design, workmanship and/or materials, and that new materials and skilled personnel are used for the performance of activities forming part of the Supply;
(d) the Supply at least complies with the relevant regulatory requirements of the European Union, regardless of whether the Supply is to be used inside or outside the European Economic Area (EEA), as well as the locally prevailing legal and regulatory requirements at the place of use, unless otherwise provided in the contract;
(e) it shall deliver the agreed result, regardless of whether the Supply concerns the supply of goods or the provision of services;
(f) the Supply comprises all relevant certificates, statements, declarations, installation instructions, operating instructions, specifications, drawings, reports, tax related information and other documents;
(g) in so far as the Supply is effected at a place outside the business areas and/or sites of the Supplier, the laws and regulatory requirements prevailing for that place shall be observed, as well as the regulations declared applicable to that place by PPS or its client.
9.3 The Supplier warrants that the Supply does not infringe any rights of third parties, including intellectual and industrial property rights and know-how, and indemnifies PPS from all claims whatsoever which may be made or brought against PPS by any person.
9.4 The Supplier warrants that spare parts of the Supply and the maintenance required to keep the Supply in good condition may be acquired from the Supplier by PPS, or may be obtained by PPS, for a period of ten (10) years, at the ruling market prices.

10. Warranty period/repair of defects

- 10.1 Defects which are discovered during a period of 24 months after delivery, or, in the event that PPS and the Supplier have agreed on an acceptance test, 24 months after acceptance by PPS, shall be finally remedied by the Supplier in accordance with the provisions of this Article 10.
10.2 In the event of repair or replacement during the warranty period, a new warranty period shall be established for the repaired or replaced items and for all other items which were unusable as a result of the defect, and this new warranty period shall become effective from the time of commissioning or putting into service after repair or replacement.
10.3 The Supplier is obliged to remedy defects at the earliest opportunity, and at all events within a reasonable term set by PPS, by means of repair or replacement, at PPS's discretion, at the location designated by PPS, unless PPS indicates that it will effect the repair or replacement itself, in which case all the provisions of Article 10.4 shall remain in force.
10.4 The Supplier shall bear all the costs incurred to remedy the defects under warranty or on account of non-conformity, including, but not limited to, costs of materials, transport costs, accommodation and travelling expenses, installation and dismantling costs, and all other labour charges.
10.5 If the Supplier fails properly to fulfill this repair obligation and/or fails to complete it within the set term, as well as in urgent cases, PPS shall have the right to carry out the necessary repairs, or have them carried out by third parties, for the account and risk of the Supplier, and PPS shall notify the Supplier thereof as soon as possible.
10.6 The ownership and risk of the replaced items lies with the Supplier from the time of replacement. The Supplier shall collect these items, or have them collected, without delay,

- unless PPS makes a request to keep these items for investigation.
- 10.7 The Supplier is aware that PPS consigns the Supply to its clients all over the world. This does not invalidate a claim by PPS under warranty or on account of non-conformity, and the Supplier shall in that case remedy the defects in accordance with the provisions of this Article. PPS is also entitled to assign the warranty rights to its clients.
- 10.8 The provisions of this Article do not exempt the Supplier from its liability under the law.

11. Complaints

PPS is not bound to examine the supplied/installed Supply at the time of delivery. PPS will notify the Supplier of the complaint in writing within two (2) months after the discovery of the defect or non-conformity. The Supplier shall in that case remedy the defects within a reasonable term set by PPS, in accordance with the provisions of Article 10.

12. Testing/inspection

- 12.1 Testing/inspection of the Supply may be carried out by or on behalf of PPS, at PPS's request, either at the Supplier's premises prior to delivery, or at PPS's premises after delivery or at the premises of PPS's client after delivery. If the testing/inspection takes place at the Supplier's premises, the Supplier shall have the Supply ready for testing/inspection at such a time that the agreed delivery times can be achieved.
- 12.2 The Supplier shall cooperate in the testing/inspection, without further costs for PPS, and at PPS's request provide reasonable manpower capacity and material assistance to PPS for the testing/inspection process. All the costs of or related to the testing/inspection, with the exception of PPS personnel costs or the costs of other persons appointed by PPS as representatives, are for the account of the Supplier. If the testing/inspection is delayed outside PPS's control, or in the event of PPS rejecting the Supply during the testing/inspection process, then all additional costs and all the costs of subsequent tests/inspections (inclusive of the costs of PPS personnel and PPS representatives) shall be for the account of the Supplier.
- 12.3 In the event of PPS rejecting the Supply during the testing/inspection process, the Supplier shall be bound to submit the missing, repaired or replacement Supply without delay for testing/inspection, without prejudice to all other rights and remedies of PPS. In that case, all the provisions of this Article 12 shall remain in force. Rejection by PPS shall not result in postponement of the agreed delivery period.
- 12.4 The testing/inspection of the Supply by or on behalf of PPS does not infer or imply that the Supply complies with the warranties given in Article 10 or that it is in conformity with the contract.

13. Acceptance test

- 13.1 If an acceptance test has been agreed on between PPS and the Supplier, the Supplier shall in that case submit the supplied or installed Supply for an acceptance test, on a date to be agreed on between the parties in question, for the purpose of determining whether the Supply complies fully with the contract. Prior to the acceptance test, PPS and the Supplier shall lay down, in joint consultation, the procedure to be followed during the acceptance test. The Supplier shall not offer the supplied/installed Supply for an acceptance test if it knows, or may reasonably assume, that the supplied/installed Supply will not successfully pass the acceptance test.
- 13.2 Within a term to be agreed on between PPS and the Supplier, PPS shall carry out the acceptance test in cooperation with the Supplier.
- 13.3 The acceptance test shall be considered as being successfully completed when the Supplier has received written notification to that effect from PPS, where appropriate stating any minor defects, which do not prevent the commissioning of the supplied/installed Supply, and which minor defects the Supplier shall remedy, at no charge, within five (5) working days after receipt of the notification.
- 13.4 If the acceptance test is not successfully completed, the Supplier shall modify the supplied/installed Supply, within five (5) working days after the acceptance test, at no charge and in such a manner that it will successfully pass a subsequent acceptance test. Following this, the supplied/installed Supply shall again be subjected to an acceptance test pursuant to the provisions of this Article 13. All the costs related to this new acceptance test shall be for the account of the Supplier.
- 13.5 If an acceptance test has failed to be successfully completed on more than three occasions, PPS shall be entitled to terminate the contract with the Supplier, without any obligation to pay costs or compensation of any kind whatsoever.

14. Insurance

The Supplier shall carry adequate insurance for any liabilities arising both from its legal relationship with PPS and under the law. On first request, PPS shall be allowed to inspect the insurance policies taken out for this purpose.

15. Industrial/intellectual property rights - confidentiality

- 15.1 All (intellectual/industrial) property rights to the Supply, drawings, specifications, manuals, documentation, samples, software, etc. provided by PPS to the Supplier, or produced by the Supplier as a part of the contract, reside with or accrue fully to PPS. PPS is not obliged to pay a separate consideration for these rights and may dispose of them at its will. The Supplier shall lend its cooperation in the realization of any and all necessary deeds of transfer (amongst other things, with regard to intellectual/industrial property rights) and herewith, additionally, gives PPS an irrevocable power of attorney to draw up and sign such deeds on behalf of the Supplier.
- 15.2 If the Delivery consists of the design/modification of software, the Supplier shall, on first request of PPS, hand to PPS at no charge the object code, the source code and all documentation associated therewith. All this shall be provided in such a fashion that PPS can make effective and immediate use thereof without any further work or cost on the part of PPS.
- 15.3 The Supplier has an obligation of secrecy vis-à-vis third parties with regard to (a) all data/information/items/rights referred to in Article 15.1 and 15.2, and (b) all other data/information/items/rights concerning PPS, its customers, its business associates or the Supply, provided by PPS or which become known to the Supplier in any other way, and to use such confided facts only in the performance of the contract, and the Supplier shall make no copies thereof without the written consent of PPS. The Supplier shall also impose this obligation on all its subordinates and non-subordinates that become acquainted with the said confided facts and is responsible for ensuring that these obligations are duly observed. If no contract is concluded, or in the event that a contract is terminated or expires, the Supplier shall return to PPS forthwith, for its own account, everything it has received from PPS.
- 15.4 All orders placed by PPS are confidential and shall not be made public by the Supplier for publicity or sales promotion purposes, unless agreed otherwise in writing.

16. Suspension and termination

- 16.1 In the event of the Supplier's failure to fulfill its obligations under the contract, and in the event of bankruptcy or temporary suspension of payments, or liquidation of the Supplier's business, or the stoppage or hindrance of work caused by industrial dispute, PPS shall have the right to cancel the contract either in whole or in part, without any further notice of default, without any obligation for compensation of any kind whatsoever and without prejudice to all other rights and remedies of PPS.
- Without prejudice to the provisions of the previous paragraph, PPS is entitled to terminate the contract, either in whole or in part, at any time. In such case, PPS shall reimburse the Supplier only for the costs incurred prior to the termination of the contract, supplemented with an amount determined by PPS with regard to overhead and profit.
- 16.2 If PPS is of the opinion that there is sufficient and strong justification for believing that the Supplier will not fulfill its obligations towards PPS properly and in a timely manner, the Supplier shall in that case be obliged, on the first request of PPS, forthwith to give sufficient guarantee, in the form required by PPS, for the performance and fulfillment of all its obligations.
- 16.3 All rights and claims that PPS might have or acquire against the Supplier in such cases shall immediately become due and payable in full.
- 16.4 Any and all extra judicial costs, explicitly including the serving of summonses, the making of proposals (for settlement), and other preparatory acts, and the legal costs incurred by PPS as a result of the Supplier's non-performance, shall be charged to the Supplier.

17. Force majeure

- 17.1 In the event of a temporary *force majeure situation*, the Supplier shall be entitled to suspend performance of the contract for a reasonable term not exceeding four (4) weeks, subject to the condition that the Supplier immediately notifies PPS thereof after the circumstances resulting in *force majeure* have occurred and stating the cause of the *force majeure*. If the Supplier is unable to honour its obligations under the contract after the end of the said four (4) weeks, PPS shall be entitled to cancel the contract, without any obligation for compensation of any kind whatsoever or payment of costs.
- In the event of a continuing *force majeure* event, the Supplier is obliged immediately to notify PPS thereof and PPS is entitled immediately to cancel the contract, without any obligation for compensation of any kind whatsoever or payment of costs.
- 17.2 Indicatively but not restrictively, the following events shall always be for the account of the Supplier: industrial dispute, labour lockout, labour shortage, sickness, shortage of raw materials, transport problems, non-performance of obligations by subSuppliers, and breakdowns in the Supplier's production.

18. Assignment and pledging

The Supplier is not entitled to assign the performance of the contract or any part thereof to third parties, or to cede or pledge to third parties any rights or claims that the Supplier may have against PPS under the contract, without the written consent of PPS.

19. Other provisions

- 19.1 Should individual provisions of these Terms and Conditions of Purchase be invalid, void, or unenforceable in whole or in part, this shall not affect the remaining provisions that shall remain in force. In such cases, the parties to the contract undertake to agree to replace the said provisions with provisions that achieve as far as possible the aim and meaning intended by the invalid, void, or unenforceable provisions.
- 19.2 If parties do not enter into an agreement and after termination, dissolution or nullification of the agreement for whatever reason, these Terms and Conditions of Purchase continue to apply insofar as they have independent significance and/or insofar as required for the regulation of the consequences of the termination, dissolution or nullification, including but not limited to the articles 15 and 20.

20. Applicable law and jurisdiction

- 20.1 All legal relationships between PPS and the Supplier are governed and will be interpreted solely in accordance with Netherlands law, with the exclusion of The United Nations Convention on the International Sale of Goods (CISG).
- 20.2 Any dispute, controversy or claim arising out of or in connection with the present Terms and Conditions of Purchase, the order form, any other contract or any legal relationship arising there from, shall be finally settled under the Rules of Arbitration of the Netherlands Arbitration Institute in Rotterdam, the Netherlands, by one or three arbitrators appointed in accordance with the said Rules.
- The place of arbitration shall be located in Rotterdam, the Netherlands. The language to be used in the arbitral proceedings shall be Dutch. If the original documents or exhibits are in the English or German language, the parties shall be entitled to submit such documents or exhibits in these languages in the course of the proceedings if the arbitrator(s) consent to this. PPS is also entitled to take action against the Supplier under the laws and jurisdiction of the seat of residence of PPS or the place where the Supplier has its (registered) office.

21. Supplementary conditions

In the case of the hiring of personnel or the contracting-out of work, the Supplementary General Terms and Conditions of Purchase of PPS and the Supplementary Provisions for the Performance of Work, respectively, shall apply in addition to the present Terms and Conditions of Purchase.